SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA), hereinafter referred to as the "District" anticipate awarding multiple Human Care Agreements "HCA" to the hereinafter referred to as the "Provider" or "Contractor" to provide Case Management and Family Based Foster Care Services, pursuant to Section306a of the Procurement Practices Act as added by Section 2(d) of the HCA Amendment Act of 2000 D.C. Law 13-155, D.C. Official Code §, 2-303.06a) and in accordance with the Human Care Agreement Contractor Qualifications Record which are incorporated herein as Attachment J.1.1.

B.2 The HCA is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded HCA's will be eligible to receive task orders from the District to provide Case Management and Family Based Foster Care. The District is obligated only to the extent that tasks orders are made pursuant to the HCA.

B.3 Delivery or performance shall be made only as authorized by task orders issued in accordance with the Ordering Clause, Section G.11. The Provider shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity specified in Sections B.4 through B.4.3. There is no limit on the number of orders that may be issued. The District may issue task orders requiring delivery to multiple destinations or performance at multiple locations.

B.3.1 Any task order issued during the effective period of this HCA and not completed within that period shall be completed by the Provider within the time specified in the order. The HCA shall govern the Provider's and District's rights and obligations with respect to that task order to the same extent as if the task order were completed during the HCA's effective period; provided that the Provider shall not be required to make any deliveries under this HCA after the expiration date of this HCA.

B.4 PRICE SCHEDULE

B.4.1 BASE YEAR

CLIN NO.	Services	Per Diem Rate Per Client	Max. Days	Quantity Max	Up to Max Client Quantity
0001	Therapeutic Program cited in Section C.5.58 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
0002	Traditional Program cited in Section C.5.59 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
0003	Teen Parent with 1 child, cited in Section C.5.57 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
0004	Teen Parent with 2 children, Section cited in Section C.5.57 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
0005	Specialized cited in Section C.5.54 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____

B.4.2 OPTION YEAR 1

CLIN NO.	Services	Per Diem Rate Per Client	Max. Days	Quantity Max	Up to Max Client Quantity
1001	Therapeutic Program cited in Section C.5.58 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
1002	Traditional Program cited in Section C.5.59 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
1003	Teen Parent with 1 child, cited in Section C.5.57 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
1004	Teen Parent with 2 children, Section cited in Section C.5.57 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
1005	Specialized cited in Section C.5.54 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____

B.4.3 OPTION YEAR 2

CLIN NO.	Services	Per Diem Rate Per Client	Max. Days	Quantity Max	Up to Max Client Quantity
2001	Therapeutic Program cited in Section C.5.58 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
2002	Traditional Program cited in Section C.5.59 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
2003	Teen Parent with 1 child, cited in Section C.5.57 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
2004	Teen Parent with 2 children, Section cited in Section C.5.57 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____
2005	Specialized cited in Section C.5.54 Combined Services Line Item cited in Section B.8	$_____	365	_____	$_____ $_____

Formula:

Qty max. x per diem rate x max days=max total amount
Teen parent with 1 child rate is 1.5 x the per diem
Teen parent with 2 children is 1.75 x the per diem

The Provider shall deduct the Combined Line Item (Section B.7) from the budget summary sheet so as not to be calculated as part of the daily or per diem rate.

The Provider shall submit a separate budget for each of the individual years on the HCA (i.e. on each for the base and each option year).

In calculating its per diem rate, the Provider will use standardized foster care rates as indicated in the attached state-defined foster care rates dated effective January 2010 to establish subsidy payment to foster parents per service category, is incorporated by reference as Attachment J.1.2. If the provider chooses to pay more than the District's standardized rate, the Provider must show evidence of alternative sources of funding.

B.5 PER DIEM

B.5.1 The District shall pay the Provider for the actual number of children placed with the Provider over the course of a month, based on the Per Diem rate set forth in Section B.4 of this HCA. The per diem rate will be paid per child, per day and invoiced to the District on a monthly basis, per the instructions outlined in Section G of the HCA. The Provider need only provide the services outlined in Section C of the HCA to be paid the per diem rate. The per diem rate is a pre-negotiated rate between the Provider and the District government.

B.5.2 Example: The District will utilize the following formula each month to determine how much it will pay the Provider for the Per Diem Services: f = (c X d X e) where "f" represents the total payment for Per Diem Services; "c" represents the number of children actually placed with the Provider over the course of the month; "d" represents the Per Diem rate set forth in the HCA; and "e" represents the number of days in the month. Assuming the actual number of children served is 35 and the Provider's Per Diem rate is $100 and the month is 30 days long, under the above formula, the District will pay the Contractor $105,000 for Per Diem Services (calculated by multiplying 35 children X $100 Per Diem X 30 days).

B.6 REIMBURSEABLE COST

The Provider will be reimbursed on a cost reimbursable basis for specific costs outlined in Section B.8.2 that are supported and substantiated by the provider with a ceiling amount set forth in CLINs 0001 thru 2005. The Provider cannot mark-up the cost reimbursement allowable expenses on this HCA with indirect cost of overhead and general and administrative cost. Profit may not be charged against cost reimbursement expenses under this HCA. Tangible items charged under this cost reimbursement CLIN (such as vehicles, computers, or equipment) will become the property of the District of Columbia.

B.7 COST CEILING

B.7.1 CLINs 0001 thru 0005, 1001 thru 1005 and 2001 thru 2005, Section B of the HCA set forth for the ceiling amount for the combined services element of the HCA ("ceiling").

B.7.2 The amount for performing this cost element of the HCA shall not exceed the ceilings specified in CLINs 0001 thru 2005.

B.7.3 The Provider shall notify the Contracting Officer's Technical Representative (COTR), in writing, whenever it has reason to believe that the total amount for the performance of this HCA will be either greater or substantially less than the ceilings.

B.7.4 As part of the notification, the Provider shall provide the COTR a revised estimate for the ceilings for performing the HCA.

B.7.5 The District is not obligated to pay the contractor for amounts incurred in excess of the ceilings specified in the HCA and the contractor is not obligated to continue performance under this HCA (including actions under the Termination clauses of this HCA) or otherwise incur amounts in excess of the ceilings specified in the HCA, until the contracting officer notifies the contractor, in writing, that the ceilings have been increased and provides revised ceilings for performing this HCA.

B.7.6 No notice, communication, or representation in any form from any person other than the contracting officer shall change the ceilings. In the absence of the specified notice, the District is not obligated to pay the contractor for any amounts in excess of the ceilings, whether such amounts were incurred during the course of the HCA performance or as a result of termination.

B.7.7 If the contracting officer increases the ceilings, any amount the contractor incurs before the increase that is in excess of the previous ceilings shall be allowable to the same extent as if incurred afterward, unless the contracting officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

B.7.8 A change order shall not be considered an authorization to exceed the applicable ceilings, unless the change order specifically increases the ceilings.

B.7.9 At any time or times before final payment and three (3) years thereafter, the contracting officer may have the contractor's invoices or vouchers and statements audited. Any payment may be reduced by amounts found by the contracting officer (1) not to constitute allowable payment as adjusted for prior overpayments or underpayments, or (2) not to constitute allowable, allocable, or reasonable costs. This section is subject to the Disputes provision of the HCA.

B.8 COMBINED SERVICES LINE ITEM

As per Section C, the Scope of Services, the Provider shall be responsible for the provision of case management and family based foster care services, as well as pay for necessary goods and services for children, biological, foster and pre-adoptive families. The Combined Services Item is a specified dollar amount set aside to compensate the Provider for those costs that are not included in the daily rate (per diem) paid by CFSA. In addition to the per diem, the Provider may receive a variable amount on a monthly basis during the period of performance based on the Provider's performance on a standardized set of performance indicators. The Provider will only be compensated up to the maximum amount of the Combined Services Line Item based on the finalized scorecard.

B.9 COST COMPONENTS OF THE COMBINED SERVICES ITEM

B.9.1 The Provider may utilize compensation via the Combined Services Item to cover the costs incurred by periods when case management services are provided in the absence of a family based foster care placement in one of its foster homes; those supports essential to the child's case plan to remove the risks of abuse and neglect; and any well-being services put in place for the child that are not covered as part of the established staffing array outlined in Section H.9.4 or the Child and Family Services Agency's service network described in Section C.7, Child Well Being.

B.9.2 The Provider may utilize their earned portion of the Combined Services Item funding for the following potential scenarios, or any other that enhances the quality of services and is not already compensated services:

B.9.2.A The Provider continues provision of case management services, but the child is no longer in a family based foster care placement in one of its foster homes. This includes the six month post-permanency period required as per Section C.6.13. Other scenarios might include temporary placement of the child in an alternate setting, college attendance, or continued family supports.

B.9.2.B The Provider needs to access health, mental health, educational or behavioral management services that are not provided by the established staffing array; and cannot be accessed through CFSA's Office of Clinical Practice's network, or a Medicaid–reimbursable service provider. Educational services include Special Education, tutoring and mentoring services. See Section C.7.1.2, C.7.1.3, C.7.1.4 and C.7.1.5 for details of these requirements.

B.9.2.C The cost of equipment essential to providing the services required under the HCA.

B.9.2.D The cost of providing transportation services described in Section C.10.4.

B.9.2.E Child care services that are not covered as per the established child care network of DC-based Providers and reimbursement rates for MD-based care.

B.10 PERFORMANCE INDICATORS: PROVIDER SCORECARD

B.10.1 The Provider will be compensated a portion of its allocated Combined Services Item contingent upon attainment of a set of benchmarks or performance indicators outlined below, and illustrated in the Provider Scorecard in Section B.10. The performance indicators relate to practice benchmarks found in federal child welfare standards and the *LaShawn A. v. Fenty* mended Implementation Plan (AIP).

B.10.2 The following outlines the performance indicators comprising the Provider Scorecard. There are seven (7) indicators measured on a monthly basis, and two (2) additional indicators measured on a quarterly basis. The percentage indicated for each is the minimum target benchmark to be achieved.

Monthly Indicators

B.10.2.1 Percentage of children remaining at home who had at least twice monthly visits with a social worker (with at least one visit in the home) (50%)
B.10.2.2 Percentage of children in foster care who had at least twice monthly visits with a social worker (with at least one visit in the home) (80%)
B.10.2.3 Percentage of children who had at least two visits with some or all of their siblings (75%)
B.10.2.4 Percentage of children with goal of reunification that had weekly visit with their parents (85%)
B.10.2.5 Percentage of children who had weekly visits with social workers during their first four (4) weeks of placement (90%)

B.10.2.6 Percentage of foster children who had a pre-placement health screening (90%)
B.10.2.7 Percentage of foster children who had two or fewer placements post case assignment (80%)

Quarterly Indicators

The following performance indicators are more longitudinal in scope, and will be calculated on a quarterly basis. These indicators will be added to the seven (7) monthly indicators, bringing the total number of indicators on a quarterly basis to nine (9).

B.10.2.8 Percentage of children with no re-entries within 12 months of a prior foster care episode (96%)

For this indicator 8, the objective is less than 15% annually, with a 4% quarterly benchmark. Ideally, Providers will have 0% of children re-enter foster care within 12 months of exit.

B.10.2.9 Percentage of children achieving permanency within the past 12 months (15%)

B.10.2.10 For this indicator 9, the objective is 60% annually, with a 15% quarterly benchmark.

B.11 METHODOLOGY OF COMPENSATION

CFSA will run a monthly management report in the FACES.NET information system that summarizes the Provider's statistical performance on each of seven (7) incentivized performance indicators, and on an additional two (2) indicators quarterly (for a total of 9 in the third month of each quarter). CFSA will then calculate the total number of applicable cases or each of the indicators. The percentage of cases in compliance, of the total number of applicable cases, represents the preliminary calculated average performance (CAP) (prior to any applied incentives or disincentives). The Provider's performance on each indicator will then be examined in comparison to the established benchmark for that indicator noted in the following Section B.10. The Provider's CAP on the indicators, plus or minus applicable incentives and disincentives, will determine the final (or reconciled) CAP score, and resulting percentage of the monthly Combined Services Item allocation the Provider will receive.

B.12 CALCULATED AVERAGE PERFORMANCE (CAP)

B.12.1 CFSA's computation of the "calculated average performance", or CAP, is a two-step process. The first step includes dividing the aggregate number of compliance cases by the aggregate number of applicable cases. The second step is to compute the incentives and disincentives earned by the Provider's performance on each indicator. The percentage earned by the Provider is compared with the benchmark percentage to determine by what percentage the Provider has exceeded the desired benchmark; or conversely, fallen below the benchmark. For each percentage point above or below the benchmark, the CAP will be increased and/or reduced by one-tenth of a percent to compute the final CAP.

B.12.2 The following serves as an example of a CAP computation. The table illustrates a sample of monthly and quarterly performance, and the narrative explains how CFSA arrives at the final CAP score.

Sample Provider Scorecard

	Applicable Cases	Compliance Cases	Percent	Benchmark	One-tenth Disincentive	One-tenth Incentive	Final Score
In-Home Visitation	20	20	100.0%	50%		5	
Foster Care Visitation	20	20	100.0%	80%		2	
Siblings Visitation	20	15	75.0%	75%			
Parent-Child Visitation	20	15	75.0%	85%	-1		
First 4 Weeks Visitation	20	15	75.0%	90%	-1.5		
Health Screenings	20	15	75.0%	90%	-1.5		
Placement Stability	20	15	75.0%	80%	0.5		
Quarterly Measures							
No Re-Entries Within 12 months	20	20	100.0%	96.0%		0.4	
Achieving Permanency within the past 12 months	20	5	25.0%	15.0%		1.0	
	180	**140**	**77.8%**		**-3.5**	**8.4**	**82.7**

Definitions of Scorecard Measures is incorporate by reference as Attachment J.1.3

- In this example, the aggregate applicable cases total 180, and the aggregate compliance cases total 140.

- Dividing 140 by 180 yields 77.8% (140 / 180 = 77.8)

- The Provider has fallen below the benchmark on four indicators totaling (-3.5) as a disincentive mark; and has exceeded the benchmark on four indicators totaling (+8.4) as an earned incentive mark.

Dividing 140 by 180 yields 77.8% (140 / 180 = 77.8)

The Provider has fallen below the benchmark on four indicators totaling (-3.5) as a disincentive mark; and has exceeded the benchmark on four indicators totaling (+8.4) as an earned incentive mark.

Applying the (-3.5) one-tenth disincentive and the (+8.4) one-tenth incentive (based on benchmark performance), the Provider achieves a (+4.9) overall incentive yielding a final score of 82.7%. [77.8 + (-3.5) + (8.4)] = 82.7 OR [77.8 + (4.9)] = 82.7

As a result, the Provider receives 82.7% of the allocated monthly Combined Services Item for that month.

B.13 MONTHLY NOTIFICATION AND RECONCILIATION OF CALCULATED AVERAGE PERFORMANCE (CAP)

B.13.1 CFSA will notify the Provider in writing of its monthly CAP score. The Provider will then have five (5) business days to respond in writing to the Monitoring and Performance Improvement Administration (CMPIA) with any disputes related to the score. The Provider may provide any relevant, mitigating information relevant to the dispute. "Mitigating information" includes, but is not limited to, any official documentation, such as court orders, court reports, treatment records, clinical assessments, and financial invoices.

B.13.2 CFSA will consider the dispute, if submitted in a timely manner, and provide a response within ten (10) business days. CFSA's response will outline any changes, if applicable, to the CAP score as a result of this reconciliation. If there are no changes to the CAP score, CFSA's response will outline the rationale for its denial of the disputed score. If the Provider is still in disagreement with the final CAP score, the parties will meet within (5) five business days to reconcile the differences.

B.13.3 Once the monthly CAP score has been finalized, the Provider shall invoice CFSA for this eligible portion of that month's Combined Service Item allocation.

B.14 OPEN MARKET QUALIFICATION (SUPPLIES & SERVICES)

B.14.1 If an provider intends to subcontract under this HCA, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this HCA shall be required to submit with its business plan, a notarized statement detailing its subcontracting plan. Business Plan responding to this qualification shall be deemed nonresponsive and shall be rejected if the provider intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its business plan.

SECTION C – SCOPE OF SERVICE FOR CASE MANAGEMENT AND FAMILY BASED FOSTER CARE SERVICES

C.1 BACKGROUND

C.1.1 The Government of the District of Columbia's Child and Family Services Agency (CFSA, or the Agency) is charged with protecting children and youth from abuse and neglect; and, for those needing to be removed from their homes, ensuring a foster care placement that can effectively support children and youth in achieving their goals of safety, permanence, and well being.

C.1.2 CFSA plans to purchase performance based, case management and family based foster care from private Agencies, or Providers, utilizing family based foster homes for care of children and youth that have been removed from their natural home due to abuse and/or neglect. CFSA continues to prioritize family based foster care for young and older children alike.

C.1.3 All children and youth deserve a permanent home and the nurture and support of a loving family. CFSA expects family based foster care Providers to achieve timely permanency goals for children and youth referred for case management and foster care services.

C.1.4 Providers of family based foster care services shall provide children and youth with a set of high quality services that include a safe and stable foster care placement with a structured treatment environment that fosters positive child and youth development, and proactive case management work that succeeds in achieving permanence. CFSA expects that family based foster care agencies will meet outcomes as established in this scope of work and will complete requirements set forth by the Adoption and Safe Families Act (ASFA, H.R. 6893), the LaShawn A. v. Fenty Amended Implementation Plan (AIP), and Fostering Connections to Success and Increasing Adoptions Act (Public Law 105-89).

C.1.5 Providers of family based foster care programs shall identify and be responsive to the individual needs of the child or youth and the related service needs of the child's family from the point of initial placement through achievement of his/her service plan and permanency goals. CFSA expects Providers to address the case management needs of children and youth with minimal, if any, placement moves.

C.1.6 This HCA places special emphasis on the establishment and attainment of permanence plans for every child, as well as meeting desired outcomes for safety and well-being.

C.1.7 Achievement of established outcomes set forth in Section C.3 will be monitored on a monthly basis. In addition, designated performance indicators will be incentivized as outlined in Section B of this document. Every Provider will be monitored on three (3) levels to include, general HCA and scope of work requirements, federal outcomes, and incentivized performance indicators.

C.2 CONTINUUM OF PERMANENCY

C.2.1 CFSA will measure Provider Agencies' ability to provide a safe and stable care environment, and achieve permanency and well being goals children and youth, through a set of outcomes and performance indicators.

C.2.2 The Provider shall deliver proactive case management services that achieve permanency for children and youth through continuous and effective assessment, concurrent case planning and teaming efforts of the assigned Case Managing Social Worker (CMSW). The Provider's case management approach shall pursue reunification as the initial permanency goal, unless compelling and documented reasons make a different permanency goal necessary. The Provider's services shall include the pursuit of permanent resources by diligently seeking, assessing preparing, and supporting permanent families. If efforts toward reunification determine that this is no longer a viable permanency goal, the CMSW, shall shift permanency planning toward guardianship, legal custody, or adoption. The Provider shall follow CFSA guidance on permanency outlined in its "Out-of-Home Practice Protocol".

C.2.3 The Providers shall achieve the full range of permanency goals (reunification, guardianship, legal custody, adoption) for children and youth through its own case management and service resources. CFSA will continue to offer Providers technical assistance.

C.2.4 The Provider shall collaborate in CFSA permanency strategies. The Provider's permanency planning and efforts shall include where appropriate, and defined, the development of permanent connections between children and youth and a significant individual in their life that can serve as a permanent resource for achievement of the permanency goal. Also, CFSA will assign a technical assistance team from the Permanency Opportunities Project (POP) or the Office of Youth Empowerment (OYE) to assist the Provider with permanency efforts.

C.2.5 The Provider shall recruit, train and support a pool of foster homes that provide a treatment environment capable of meeting the child or youth's well being needs, and providing stability while the child or youth's permanency goals are achieved. The Provider's foster parents shall have the capacity to manage and improve emotional and behavioral functioning of children and youth to enable progress toward his or her goals, especially according to those target populations identified in the Provider's business plan.

C.3 PERFORMANCE OUTCOMES AND INDICATORS

C.3.1 The Provider shall ensure case management and supportive services that achieve the established outcomes for children and youth in family based foster care as outlined in this section.

C.3.2 The Providers shall develop and implement a quality assurance system that collects data to measure progress on the outcomes and indicators defined by the federal government for child welfare, as well as those incentivized indicators outlined in the Modified Scorecard in Section B.7.

C.3.2.1 Safety Outcomes

C.3.2.1.1 Reduce recurrence of child abuse and/or neglect.

C.3.2.1.1.A Performance Indicator: Of all children who were victims of abuse and/or neglect during the reporting period, the percentage that had another substantiated report within a 12-month period.

C.3.2.1.2 Reduce the incidence of child abuse and/or neglect in foster care.

C.3.2.1.2.A Performance Indicator: Of all children in foster care during the reporting period, the percentage that were maltreated by a foster parent or facility staff.

C.3.2.2 Permanency Outcomes

C.3.2.2.1 Increase permanency for children in foster care.

C.3.2.2.1.A Performance Indicator: For all children who exited the child welfare system, the percentage that left either to reunification, adoption, or legal guardianship.

C.3.2.2.2 Reduce time in foster care to reunification without increasing re-entry.

C.3.2.2.2.A Performance Indicator: Of all children who entered foster care during the reporting period, the percentage that re-entered care within 12 months of a prior foster care episode.

C.3.2.2.3 Reduce time in foster care to adoption.

C.3.2.2.3.A Performance Indicator: Of all children who exited care in a finalized adoption, the percentage that exited care in: <12 months, 12-24 months, 24-36 months, 36-48 months, > 48 months.

C.3.2.3 Well-Being Outcomes

C.3.2.3.1 Increase placement stability

C.3.2.3.1.A Performance Indicator: Of children in care with the Provider, for the duration of placement with that Provider, the percentage that have maintained stability within one foster care placement setting.

C.3.2.3.2 Performance Indicator: Percentage of children 12 or younger who entered care during the reporting period and were placed in group homes or institutions.

C.3.2.3.2.A Reduce placements of young children in group homes or institutions.

C.4 TARGET POPULATIONS

C.4.1 All children require nurturing, guidance and direction as they attempt to grow and develop through life's stages. Children and youth in foster care will have additional experiences that with focused nurture, care, and a set of services designed to meet their needs, will still progress and reach established goals. Separation anxiety, anger, fear, depression, and other health, mental health, as well as educational challenges are some typical reactions that set the tone for work with children and youth placed out of their homes in foster care. The depth of needs distinguishes the type of care required.

C.4.2 As indicated by the type of business plans that have be submitted and approved by CFSA, the Provider shall provide one or more of the following types of family based foster case services:

C.4.2.1 The Provider of Traditional Family Based Foster Care shall serve those children and youth ranging in age from birth through twenty-one (21) years that present emotions and behaviors typical of abuse and neglect, as described above in C.4.1, but do not present conditions requiring Therapeutic Care (see Section C.4.2.2). This care shall be provided in licensed, family based foster homes.

C.4.2.2 The Provider of Therapeutic Family Based Foster Care shall serve those children and youth ranging in age from birth through twenty-one (21) years that present the need for a more therapeutic milieu as supported by an Axis 1 diagnosis and/or other clinical justification. The Provider shall, within a period of twelve (12) months or less, stabilize the child or youth, and effectively transition the individual to a less therapeutic level of care, if clinically appropriate. The continued need for placement in this more intense level of care and service shall be demonstrated through documented assessments made by the CMSW, and included as part of the child or youth's Individualized Treatment Plan (ITP). See Section C.6.8 for Service business planning specifics. This care shall be provided in licensed, family based foster homes.

C.4.2.3 The Provider of Teen Parent Family Based Foster Care shall serve pregnant and parenting teens and their children in licensed, family based foster homes. CFSA also seeks Providers that can serve pregnant and parenting teens who are in need of therapeutic care, and are not developmentally appropriate for congregate care independent living programs.

C.4.2.4 The Provider of Specialized Family Based Foster Care shall serve those children and youth ranging in age from birth through twenty-one (21) years that present conditions of developmental disabilities and/or medical fragility (life threatening illness or chronic health conditions described in Section C.6.7).

C.4.2.5 CFSA also seeks family based foster care that specifically serves lesbian, gay, bisexual and transgendered children and youth within Traditional, Therapeutic and Specialized Care programs.

C.4.2.6 CFSA seeks innovative approaches to accommodating the placement of siblings together within family based homes.

C.5 DEFINITIONS

C.5.1 Abscondance – The child or youth is absent from an approved placement due to escape, runaway or truancy status.

C.5.2 Administrative Review – Periodic review for children in foster care and placement alternative services involving all parties in the case to determine the appropriateness of the placement and/or case plan. All children in foster care are to have an administrative review of case progress every 180 days.

C.5.3 Adoption – A Family Court terminates a child or youth's legal rights and duties toward his/her natural parents and substitutes similar rights and duties toward adoptive parents. A financial subsidy may or may not be involved.

C.5.4 Adoption Services – Services provided to facilitate the adoption of children. Services may include recruitment, licensing, home study, training, and retention of adoptive parents.

C.5.5 Agency – the DC Child and Family Services Agency, or CFSA.

C.5.6 Axis 1 Diagnosis – Outlined by the Diagnostic and Statistical Manual of Disorders (DSM-IV), includes all psychiatric diagnoses with the exception of personality disorders and mental retardation.

C.5.7 Behavior Management Plan – A written document that targets the specific problematic behaviors of a child/youth, and the identified interventions in the placement setting that will encourage and support the child/youth in decreasing or eliminating the inappropriate behaviors that are interfering with success.

C.5.8 Case Management – The process by which a case plan is continuously assessed, developed, implemented, and revised accordingly toward the achievement of the goals and objectives outlined in the case plan for the child or youth and his/her family.

C.5.9 Case Management Responsibility – Responsibility for managing a case for a child or children that have been placed in out-of-home care as a result of abuse/neglect. This responsibility is assigned by CFSA.

C.5.10 Case Managing Social Worker (CMSW) – The CFSA Social Worker, or Provider Agency's Social Worker, assigned to a child or youth placed in foster care. The CMSW is responsible for the child and family assessment, development and implementation of a case plan to meet the child or youth's permanency goal. The CMSW acts as lead, and works in collaboration with identified service providers (health, mental health, education, etc. the Provider to ensure the individual needs of the child or youth are being met through the prompt and effective delivery of services to fulfill the case plan requirements, and the comprehensive Individual Service Plan (ISP) or Individual Transitional Independent Living Plan (ITILP).

C.5.11 Case Managing Agencies - Child placing agencies that are responsible for case management and placement services.

C.5.12 Case Plan – A written document developed by the CMSW for a child or youth that has a child abuse or neglect case with CFSA. The plan outlines the goals and objectives for the child and family, and the timeframes for achieving these goals. Case plans are reviewed periodically to assess progress and identify barriers to meeting the plan's goals and objectives. Also, for purposes of Medicaid reimbursement, the case plan must be updated whenever significant change occurs in the child or family's needs and services.

C.5.13 Case Notes – Documentation of activities that support the implementation of the Case Plan. Each engagement between the child or youth and the Case Managing Agency Social Worker is documented in the case notes and ties back to the goals in the Case Plan. The case notes should contain the how, what, why and when of the Social Worker's engagement with the child or youth. The notes should also indicate whether the child or youth refused services.

C.5.14 Children and Adolescent Mobile Psychiatric Service (CHAMPS) – A program that provides timely, home-based relief for children, youth and their families facing severe emotional disturbances. Professional clinical staff is available to provide crisis intervention to children and youth experiencing a mental health crisis in home or school. This program is funded by the DC Department of Mental Health, and administered Catholic Charities.

C.5.15 Child – An individual aged between birth and puberty. Since age varies for the onset of puberty, in this document a child is generally considered to be an individual under the age of fifteen (15).

C.5.16 Child Abuse – Physical or mental injury of a non-accidental nature, sexual abuse or sexual exploitation, or negligent treatment or maltreatment of a child caused or allowed by a person responsible for his or her welfare under circumstances which indicate that the child's health or welfare is harmed or threatened with harm.

C.5.17 Child Placing Agency – An agency licensed to provide "child placing" or "family based foster care" which includes case management and placement services.

C.5.18 Choice Provider – A mental health service provider with special designation by the DC Department of Health.

C.5.19 Concurrent Planning – The process of working towards reunification while simultaneously establishing an alternative or contingency back-up plan, with concurrent rather than sequential planning efforts in order to more quickly move children from the uncertainty of foster care to the security of a safe and stable permanent family.

C.5.20 Confidentiality – The safeguarding of information regarding children, youth and families in accordance with the Health Information Portability and Accountability Act (HIPPAA) laws, and all federal and District laws governing confidentiality.

C.5.21 Congregate Care Services – Residential care provided in group settings for children and youth placed in foster care.

C.5.22 Core Service Agency – A mental health service provider qualified by the DC Department of Mental Health that provides Medicaid-reimbursable services.

C.5.23 Developmental Disability – A chronic disability of a person five years of age or older that is attributable to a mental and/or physical impairment manifested before age 22; likely to continue indefinitely; and results in substantial functional limitations in three or more of the following areas of major life activity: self care; receptive and expressive language; learning; mobility; self-direction; capacity for independent living; economic self-sufficiency.

C.5.24 Facilitate - To coordinate actions that ensure access to the services and case activities outlined in each child or youth's ISP or ITILP. The Provider's "facilitation" ensures services are fully implemented for children and youth.

C.5.25 Family-based Foster Care – Foster care provided in a family-based foster home environment. Foster homes located in the District of Columbia are licensed in accordance with DCMR Chapter 60 regulations. Foster homes in other jurisdictions are licensed by regulations governing such care in the respective jurisdiction.

C.5.26 Family Group Conferencing (FGC) - An inclusive and informal process toward making and implementing a plan to safeguard children, youth, and adults. At the center of the planning is the "family group," which includes the immediate family as well as their relatives, friends, and other informal ties. Supporting the process are the involved community organizations and public agencies. FGC's are rooted in South Pacific (New Zealand) practices, and evident in many Native cultures.

C.5.27 Family Team Meeting (FTM) – Scheduled meeting that includes birth parents, foster families, pertinent professionals and other significant individuals in planning for the safety, care and placement of the child. Trained staff facilitates these meetings to develop or amend the case plan in all cases of initial removal of a child from his/her natural home, any changes in placement for the child, or transitions related to permanency.

C.5.28 Fictive kin – Non-blood related individuals that perform activities and hold relationships common to those of family members. These individuals are considered significant members of the child and family's life.

C.5.29 Foster care – Continuous twenty-four (24) hour care and supportive services provided for a minor in the legal custody or guardianship of CFSA while the child needs substitute care out of the natural home.

C.5.30 Guardianship – A relative adult or godparent obtains custodial rights to a child/youth through the Family Court, and a financial subsidy may or may not be involved.

C.5.31 Human Care Agreement (HCA) – A written agreement for the procurement of education or special education, health, human, or social services pursuant to DC Official Code, Section 2-303.06A, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally or physically ill, unemployed, or minors in the custody of the District of Columbia.

C.5.33 Independent Living Program (ILP) – A licensed, residential foster care program for youth aged 16 to 21 that present sufficient maturity to live without regular and continuous supervision and monitoring. Programming may be provided in a main facility or residential apartment units as determined by age and developmental functioning.

C.5.32 Individualized Education Plan (IEP) – The written plan developed for the child or youth that identifies and outlines educational needs and services, and is incorporated into the ISP/ITILP.

C.5.33 Individualized Family Service Plan (IFSP) – The written document that guides the early intervention process for children with disabilities and their families in accordance with Part C of the Individuals with Disabilities Education Act (IDEA). The plan contains information about the services necessary to facilitate a child's development and enhance the family's capacity to facilitate the child's development. Family members and service providers work as a team to plan, implement, and evaluate services tailored to the family's unique concerns, priorities, and resources.

C.5.34 Individualized Health Plan (IHP) – The written plan developed for the child or youth that identifies and outlines the health needs and service delivery, and is incorporated into the ISP/ITILP.

C.5.35 Individual Service Plan (ISP) – The written, comprehensive plan for a child or youth that specifically identifies all the goals, objectives, strategies, services, and responsible parties and resources required to address the assessed strengths and needs. The CMSW develops the plan, and leads periodic reviews that include the child or youth, and all relevant parties. The ISP encompasses a summary of the findings and recommendations of the IEP, IHP, ITP, IFSP, ITILP and Structured Decision Making Tools.

C.5.36 Individual Transitional Independent Living Plan (ITILP) – The written, comprehensive plan that specifically identifies all the goals, objectives, strategies, services and responsible parties and resources to address the assessed strengths and need areas of a CFSA child or youth. The CMSW develops the plan, and leads periodic reviews that include the child or youth, and all relevant parties. This plan has more focus on independent living skill goals and objectives than an ISP.

C.5.37 Individualized Treatment Plan (ITP) – The written plan developed for a child or youth that identifies and outlines the treatment needs, and is incorporated into the ISP/ITILP. This plan shall include the specific services needed by the child or youth to meet their treatment goals, including the scope, frequency and duration of the services needed. Documentation of the service shall include: the name of the child and Medicaid number (if available); name of Provider and professional credentials; the service provided, and the time, date, place, and length of the service; and a note describing how the services relates to the treatment goal.

C.5.38 Legal Custody – An adult obtains custodial rights of a child/youth through the Family Court, and no financial subsidy is involved.

C.5.39 Mandatory Reporter – An individual involved with children or youth as per professional role that is required to report abuse and neglect.

C.5.40 Medically fragile – Children or youth with significantly debilitating medical conditions that impair daily functioning and require close medical supervision.

C.5.41 Mental Health Service Provider – May be one of the following: a Department of Mental Health Cores Service Agency (CSA); a CFSA contracted vendor; a Crime Victims mental health provider; or a mental health provider through the Health Services for Children with Special Needs (HSCSN) network.

C.5.42 Out-of-Home Care – Synonymous term for foster care.

C.5.43 Performance-based HCA – A method of contracting for services that specifies outcome measures or other performance measures that must be met by the contracted Provider, and links reimbursement amounts, schedules of payments, and/or incentives and/or disincentives to performance, as specified in the agreement.

C.5.44 Permanency – The provision of a permanent living arrangement for a child based on the Federal Adoptions and Safe Families Act (AFSA) requirements. Also the process by which a child in CFSA foster care, and his/her family, benefits from case planning, periodic reviews, and other procedural safeguards to ensure that the child enters care only when necessary and appropriately placed, and is returned home or to a permanent living situation in a timely fashion.

C.5.45 Permanency Opportunities Project (POP) - A community-wide effort developed by CFSA in partnership with Adoptions Together to address the need for children to be provided opportunities for permanency. The purpose of POP is to achieve permanency for youth in DC foster care by removing barriers and creating opportunities.

C.5.46 Permanent or "Lifelong" Connection – An enduring connection established between the youth and at least one adult committed to a safe, stable and supportive relationship in order to provide lasting support and guidance to the youth as he/she transition from foster care to self-sufficiency. This is a permanent connection that should last beyond the youth's involvement with CFSA. The adult may or may not be a family member.

C.5.47 Post-permanency period – The period of time following achievement of the permanency goal for the child during which the CMSW with case management responsibility continues monitoring and supportive activities to ensure safety, well-being, and continued success with permanency.

C.5.48 Provider Agencies (or Providers) – Licensed, private agencies providing group or family based foster care and/or case management services as per a HCA between the Provider Agency and CFSA.

C.5.49 Quality Assurance – The process for identifying gaps in services, evaluating and tracking the completeness and accuracy of service delivery based on compliance with statutory and regulatory requirements, and examining and monitoring the performance of staff.

C.5.50 Qualified Provider – A Provider of human services that has received a HCA as per a review process of organizational qualifications to deliver services.

C.5.51 Respite Care – Short-term care provided by licensed, approved respite care providers or other licensed foster parents for the express purpose of relieving or providing rest to the primary foster parents or the child.

C.5.52 Reunification – The positive conclusion of providing care and guidance to children in CFSA custody whereby they are reunited with their family or legal guardian. The case is no longer open with the court; however, in cases where the child/youth is reunified under protective supervision of the court, monitoring of the case continues for a defined period while the child/youth remains in the home.

C.5.53 Safety – Protection from or absence of imminent danger, harm or injury.

C.5.54 Specialized Family Based Foster Care – Foster care in family based foster homes for children and youth with developmental disabilities and/or conditions of medical fragility.
Structured Decision-Making - An approach to child protective services that uses clearly defined and consistently applied decision-making criteria of screening for investigation, determining response priority, identifying immediate threatened harm, and estimating the risk of future abuse and neglect. Child and family needs and strengths are identified and considered in developing and monitoring progress toward a case plan.

C.5.55 Task Order – An order for services placed against an established human care agreement.

C.5.56 Teaming – A group of professionals representing various aspects of the child or youth's well-being interests from a health, mental health, educational, life and social skills, and permanence perspective that collaborate toward meeting the needs of the child or youth through assessment and service planning and delivery. CFSA's teaming process is a shared decision-making approach that is coordinated and primarily led by the CMSW. In most instances, it is the CMSW who leads the engagement process and the formulation of the team. There may be occasions in which another facilitator leads the team's planning efforts. In cases such as that of an older youth, or a family nearing permanency, another member of the team may naturally or voluntarily assume the role of team leader. In each of these scenarios, the CMSW retains primary responsibility for the direction and management of the case, including ensuring decisions made by the team are carried out by the responsible party.

C.5.57 Teen Parent Family Based Foster Care – Foster care in family based foster homes for pregnant and parenting teens and their dependent children.

C.5.58 Therapeutic Family Based Foster Care – Foster care in family based foster homes for children and youth that present Axis One conditions requiring more therapeutic care.

C.5.59 Traditional Family Based Foster Care – Foster care in family based foster homes for children and youth presenting emotions and behaviors typical of those having suffered abuse/neglect warranting removal from their natural home.

C.5.60 Units of Service – Term used for the purpose of billing for services delivered by a Provider to a client, in this case a child or youth placed in care by CFSA. Units defined in 15-minute increments of service or more.

C.5.61 Well Being – The healthy physical, emotional, intellectual, and spiritual development and existence of a human being.

C.5.62 Youth – An individual in age between the onset of puberty and early adulthood. Definitions vary of the specific age range that constitutes youth, but for the purposes of this document, the age range for a youth is age fifteen (15) to twenty one (21).

C.6.1 Case Management Responsibility

C.6.1.1 Once assigned by CFSA, the Provider shall retain responsibility for case management services and supports until the child's case plan goals have been met, or the child has achieved permanency through reunification, legal guardianship, or a finalized adoption.

C.6.1.2 The primary role of the CMSW is to assess the needs of the child and family, and to work towards achieving permanency for children that come into foster (or out-of-home) care, identify and coordinate all services necessary to achieve this goal, as well as ensure the safety and well being of the child during his/her foster care stay. The CMSW shall work with the child's family to address the safety and risk issues that brought the child to the attention of CFSA.

C.6.1.3 The Provider shall retain case management responsibility, during periods of temporary placement in care settings not affiliated with the Provider, until the child's case goals have been met.

C.6.1.4 The Provider shall maintain case management responsibility and supportive activities during a post-permanency period (specified in Section C.6.13) following achievement of the permanency goal.

C.6.1.5 The CMSW, in its work with assigned families, shall continuously assess the progress of each family, and immediately report to CFSA's Child Protective Services (CPS) or the appropriate local CPS for follow up, any incidents of imminent risk (need for immediate removal) to children in the home.

C.6.1.6 Case management services for non-court involved children that are not living in the home, are not included as part of the services outlined in this solicitation.

C.6.1.7 Further definition of Provider case management responsibilities may be developed during the term of HCA, that may modify portions of this role. Such changes will be established as policy or through CFSA Administrative Issuances (AI's) for family based foster care, and therefore inherent to the expectations of Case Managing Family Based Foster Care Agencies.

C.6.2 Assignment of Case Management Responsibility

C.6.2.1 CFSA shall assign case management responsibility to a Provider Agency on a rotating basis and according to the service need at the time of placement of the child, or children (in the case of a sibling group), into that Provider Agency's family based foster care network.

C.6.2.2 The Provider's CMSW shall provide assessment, case and service planning, as well as implementation of services for each child assigned to the caseload.

C.6.2.3 In addition to case and service planning activities pertinent to each child on a caseload, a Provider (referred to as "Provider A") shall be assigned primary responsibility for managing permanency and support efforts for the natural family under one or more of the following cenarios:

C.6.2.3.1 The only child in out-of-home (foster) care is placed in one of Provider A's foster homes.

C.6.2.3.2 There are children placed with multiple agencies (last resort), but Provider A's placed child (or children) has a goal of reunification.

C.6.2.3.3 The child first entering care had been placed with Provider A, and siblings subsequently entered the system and had to be placed with an alternate Provider Agency due to Provider A's inability to accommodate them with a foster home placement.

C.6.2.3.4 There are children placed with multiple agencies that all have a goal of reunification, but CFSA's Placement Services Administration has chosen to assign responsibility to Provider A.

C.6.2.4 The CMSW with primary responsibility for the family shall act as the lead author of case plan documents and court reports as it relates to permanency planning, and shall team with any other CMSWs with case management responsibility for siblings in the planning efforts and preparation of documents.

C.6.2.5 During periods in which a child may be temporarily placed with an alternate Provider (for example, a stay in a Residential Treatment Center), the Provider with case management responsibility for the child shall maintain this role in support of the child and family, and resume placement responsibility when deemed appropriate. The Provider's business plan should reflect consideration of this responsibility.

C.6.2.6 If in the course of working with the natural family, the CMSW determines there is an imminent risk of removal based on concerns for the safety and well-being of any children that might be residing in the natural home, the CMSW shall follow the Mandatory Reporter protocol. The CMSW shall call the CFSA Hotline, or the appropriate local CPS, to report any suspected neglect or abuse warranting further investigation, and indicate that this is a report from a Provider Agency involved with the family. CFSA shall prioritize such reports in response to the Provider's preliminary assessment.

C.6.2.7 If removal of children occurs under circumstances outlined in C.6.2.6, CFSA's Placement Administration would seek to place siblings together with the original Provider of case management services.

C.6.3 Case Managing Social Worker's (CMSW's) Role

C.6.3.1 The Provider's CMSW shall serve as the "driver" of the case plan that guides, determines and documents progress on the child and family's case as it relates to permanency; and to the safety and well-being of the child during foster care. The CMSW tracks and receives reports from all services in which the child and/or family is involved.

C.6.3.2 The CMSW's role includes continuous assessment, case and business planning, and implementation, teaming, court and other case related administrative responsibilities.

C.6.3.3 The CMSW shall employ a practice approach that incorporates the concepts and protocol outlined in CFSA's "Out-of-Home Practice Protocol".

C.6.3.4 The CMSW shall have primary responsibility for documentation of all case related activities including, but not limited to, the case plan, business plan, education plan, health plan, family business plan, case notes, and court reports.

C.6.4 Assessment

C.6.4.1 The CMSW shall implement methods of effective assessment to include:

C.6.4.1.1 Safety and risk factors in the natural home and out-of-home foster care settings from initial contact to case closure using evaluation tools such as risk assessment tools, Structured Decision Making (SDM) and family group decision conferences.

C.6.4.1.2 Strengths and needs of family and child in an effort to assist families to mobilize strengths to raise the level of family functioning.

C.6.4.1.3 Formal assessments, as needed, such as health, psychological and educational evaluations to inform case planning.

C.6.4.1.4 Any other assessment of the child's needs to assure the child's health, well being and progress towards the case plan and/or permanence.

C.6.5 Teaming

C.6.5.1 The CMSW shall employ a case planning approach that prioritizes "Teaming" in practice. Teaming is the foundation of the District of Columbia's child welfare case practice; and is a strategy, while led by the CMSW, that establishes opportunities for collaboration and information gathering to effectively work on behalf of the child. Team meetings occur at major points in case planning to include the child/youth, family and service providers, and any significant individuals relevant to the child's permanency and/or well being. Teaming is further described in CFSA's "Out-of-Home Practice" Protocol.

C.6.5.2 A Family Team Meeting (FTM) will be scheduled by CFSA's CPS within 72 hours of the placement of the child that will lead to an initial Case Plan. The Provider's assigned CMSW shall convene a follow up team meeting with family members within thirty (30) days of case assignment.

C.6.6 Engagement

C.6.6.1 The CMSW shall engage, and provide supports and needed services, for the child and family to assure the conditions bringing the child into care are being resolved in such a manner as to support the achievement of the permanency goal for the child. The CMSW shall assure that the child/youth, mother, father, extended maternal and paternal family, primary caregiver, and other team members clearly understand the roles of the CPS investigator and the ongoing CMSW, legal aspects, assessment, permanency, strategies and plans. Engagement is further described in CFSA's "Out-of-Home Practice" Protocol.

C.6.6.2 The CMSW shall make attempts to re-engage with those parents that have been "absent" (every six months by federal standards), including a diligent search for family members. The CMSW shall also make efforts to engage kinship or fictive kin resources for the child.

C.6.7 Case Planning

C.6.7.1 The CMSW's case plan shall include identification of family strengths and needs (as outlined in the SDM tools); overarching goals that are specific, measurable, achievable, relevant, time sensitive as it relates to permanency; and a service plan that assesses and identifies the service needs, reports implementation of these services, and the progress being made by the child and family as per these interventions and supports, and the extent to which they are achieving the case goals.

C.6.7.2 The CMSW shall ensure that Case Notes fully document engagements with the child or youth around the goals in the Case Plan to include the how, what, why and when Case Note methodology.

C.6.7.3 The CMSW shall employ concurrent planning to support timeliness in achieving permanency goals regardless of whether the court orders a concurrent permanency goal.

C.6.7.4 The Provider's CMSW and/or Supervisor shall participate in all CFSA quality control activities pertaining to case planning, treatment, placement, permanency, and family resources, to include, at a minimum, Quality Service Reviews (QSR's), Administrative Reviews, and multi-disciplinary Individual Service Plan (ISP)/Individual Transitional Independent Living Program (ITILP) reviews.

C.6.8 Service Planning

C.6.8.1 The service plan shall reflect supports and activities to be provided to achieve the case plan. The CMSW shall take the lead in the development of the ISP that includes the following components: Behavior Management Plan (BMP), Individualized Treatment Plan (ITP), Individualized Education Plan (IEP), or Individual Family Service Plan (IFSP) (children birth through age two), and Individualized Health Plan (IHP). The CMSW cannot take the lead in IEP planning, as this is a Local Education Agency function, but should participate fully in the process.

C.6.8.2 The CMSW and caretaker (foster parent) shall work with the child or youth to meet his/her ISP objectives by providing a structured treatment environment that assures curative care, designated treatment, appropriate service referrals and linkages, and participation in progress review and planning.

C.6.8.3 The CMSW shall convene a multi-disciplinary team for regularly scheduled Case Plan and ISP reviews for children and youth in its care that include the CMSW, foster parents, the Provider's most relevant staff managing service planning, any pertinent professionals in the assessment and/or service delivery array, the child or youth, and any pertinent family members.

C.6.8.4 The Provider shall provide CFSA with documentation on all service related developments for each child or youth placed in its care. See Section C.10.7 of this agreement for documentation requirements.

C.6.8.5 The Provider shall identify and access a wide range of community based support services for children and families who are assigned as out-of-home care cases, and that promote permanency goals and the health and well being of each child.

C.6.9 Achieving Permanence and Developing Life-Long Resources

C.6.9.1 The CMSW shall provide case management activities for the child and family to assure the conditions bringing the child into care are being resolved in such a manner as to establish and support achievement of the permanency goal for the child.

C.6.9.2 The CMSW shall actively pursue reunification as the initial goal by meeting regularly with birth parents, developing a clear plan, making timely referrals for services, and ensuring children maintain their bond through weekly visitation.

C.6.9.3 The CMSW shall seek permanent resources for the child beginning with identification of family members or fictive kin at the initial Family Team Meeting (FTM) that could serve as caretakers or significant "life-long" resources for the child, in the event the goal for reunification cannot be realized with the natural parent(s).

C.6.9.4 The CMSW shall complete social work activities from the perspective that all children and youth deserve and can achieve permanence; and fully document (in case notes) all efforts to achieve permanence through reunification, guardianship, adoption, or long-term permanent connections, regardless of age, physical, emotional, or health conditions of the child or youth in care.

C.6.9.5 The CMSW shall cultivate permanent resources in the event reunification cannot be realized with the natural parent(s). In addition to working with kin, fictive kin, the foster family, or an adoptive family, the CMSW shall cultivate relationships that may serve as "life-long" resources for the child, despite not being able to serve as a permanent placement resource. CFSA will support the permanency efforts of Provider Agencies by lending the assistance of a Permanency Specialist to collaborate with CMSWs in this endeavor

C.6.10 Placement Stability

C.6.10.1 The CMSW shall ensure that a child or youth is placed in a foster care home environment that is safe, stable, creates a curative and nurturing environment, and supports achievement of well-being goals while the permanency goal is being pursued.

C.6.10.2 The CMSW shall be the guiding force of the service plan while the child is in placement (see Section C.6.8 for Service Planning requirements). The CMSW shall visit the child regularly in placement to ensure continued safety and well-being; and to proactively address any threats to placement stability via assessment and implementation of supports and/or interventions.

C.6.10.3 The CMSW shall engage the foster parent in progress and development of the child and communicate any training, support or other assistance the foster parent may require to sustain the stable placement of the child.

C.6.10.4 The CMSW shall lead "teaming", as necessary, to resolve significant, emerging issues, and to avoid disruption of the child's placement.

C.6.10.5 The Provider shall only make request for a change in a child's placement in accordance with those conditions outlined in the Intake and Admissions Section C.9.1.2, as per federal guidelines, and the requirements of this agreement, placement stability is a well being outcome for children and youth placed in foster care. As part of the continuous assessment and planning for each child, any placement move will be based solely on the observed, significant progress, or lack thereof, over time that warrants a planned placement change to assure the safety, progress or development of the child.

C.6.10.6 All placement changes shall have the approval signature of the Provider's Program Director with prior approval of CFSA's Placement Services Administration (including foster home changes within the same Provider Agency).

C.6.10.7 All placements, including changes of setting within the same Provider Agency, shall occur though the CFSA's Placement Services Administration.

C.6.11 Visitation

C.6.11.1 The CMSW shall ensure completion of all required visits in accordance with the AIP and Modified Scorecard requirements to include:

C.6.11.1.1 Twice monthly with CMSW and child/youth and caregiver in the placement setting.
C.6.11.1.2 Twice monthly between CMSW and birth parent(s) in cases of reunification as the goal.
C.6.11.1.3 Weekly between child/youth and birth parent(s) in cases of reunification as goal.
C.6.11.1.4 Weekly between the child/youth and siblings.

C.6.11.2 The CMSW shall utilize visitation to ensure safety, sustenance of important relationships, well being, and achievement of permanence in a timely manner. The team for the child or youth (as per description of team composition in Section C.6.5) shall develop a regular and frequent schedule of parent-child and child-sibling visits as part of the case plan, and coordinate implementation with the caregiver.

C.6.12 Court Activities

C.6.12.1 The CMSW shall be responsible for attending court hearings to represent the case to the court that effectively advises the court on the case plan for permanency, safety and well being as per the "teaming" that has collectively made such decisions.

C.6.12.2 The CMSW shall have a draft court report prepared and submitted to the CFSA's Assistant Attorney General (AAG) at least five (5) business days before the filing deadline. Court reports shall be timely, comprehensive, and address the following:

C.6.12.2.1 Any unresolved orders and services;

C.6.12.2.2 Engagement with the foster caregiver, service providers, school, and other family members; Summary of work that has taken place since the last review in keeping with the case plan and permanency goal that outlines reasonable efforts toward achievement of the permanency goal;

C.6.12.2.3 Update on services that advance well being for the child or youth.

C.6.12.3 Between scheduled hearings, the CMSW shall be in regular contact with all team members, specifically the foster parent, birth family members, and any other relatives, service providers, school and the AAG. The CMSW shall notify birth parents and resource family members of all hearings, and encourage them to participate in court hearings.

C.6.12.4 The CMSW shall prepare any interim reports needed as a result of an emergency, change in placement, abscondance, or arrest; when the Agency receives a new allegation of abuse or neglect; or any other event the court may need to know about before the next hearing. The CMSW should consult with the AAG to determine whether an emergency hearing is warranted.

C.6.12.5 If the CMSW is proactively addressing the needs of the case, the Superior Court should not be issuing any court orders required of the Agency. In the event of a court order, the CMSW shall ensure that the team implements these orders and accounts for their status. If the CMSW encounters difficulties implementing the order, the CMSW shall consult with his/her supervisor and the AAG immediately.

C.6.12.6 If the CMSW wishes to modify an order, contact shall be made with the AAG to determine whether or not the Agency can seek modification, additional time to comply, or request that the order be vacated.

C.6.12.7 The CMSW may need to testify at various evidentiary hearings throughout the life of a court case. The CMSW shall be fully prepared with strong documentation that has been updated regularly in FACES.

C.6.13 Post-Permanency Period Support and Closure of Case Management Responsibility

C.6.13.1 Once the permanency goal has been achieved for a child, the CMSW may shift the case into a post-permanency period during which time the CMSW shall continue to monitor and provide supportive activities to the child and any individuals pertinent to the success of the permanency plan. See Sections C.6.3 – C.6.12 for specifics of case management activities.

C.6.13.2 In cases of reunification, the Provider shall continue to monitor the safety of the child to ensure the child is stable in the home for a six month period during which post-permanency support shall be provided to the child and family.

C.6.13.3 In cases of adoption, the case management responsibilities extend through finalization of the adoption, and the referral and connection of the adoptive family with the Post Permanency Center for post-adoption services.

C.6.13.4 When a youth exits the system to live independently, the case management responsibilities will include the establishment of a "lifelong connection", and a comprehensive plan that includes work, housing, education, and other necessary life skills. The Provider shall continue post-permanency services for six months to include monitoring for safety and well being, and supportive activities that ensure the success of the permanency plan.

C.6.13.5 In situations warranting an extended post-permanency period (i.e., the period of time needed to stabilize the child's return home takes longer than six months), the Provider may negotiate an extension of case management responsibility for which CFSA will continue standard reimbursement.

C.6.14 Case Management Transfer

C.6.14.1 CFSA expects the Provider to maintain case management responsibility until permanency has been achieved for the child, or children, from a particular family. If extenuating circumstances (as defined in this section) require a transfer of case management responsibility, a transfer staffing must take place before the case is officially transferred.

C.6.14.2 The Provider shall adhere to CFSA policy on case transfers and staffing for transfer of cases from CFSA to a Provider, or from one Provider to another. The required tasks for an initial case transfer may be accomplished within a FTM; however, a supplemental meeting specifically focused on the administrative tasks associated with case transfer is often needed.

C.6.14.3 The Social Worker initiating a transfer must complete all required FACES fields of data prior to the Transfer Staffing, as well as the electronic transfer. Case plans must be completed if due within thirty (30) days of a transfer. While a child may be placed with the receiving Agency, the Social Worker initiating transfer is responsible for entering data into FACES until the case has been transferred electronically to the receiving Agency.

C.6.14.4 In the event that a child's placement has been changed from the Provider for which case management responsibility had been assigned for this child, and there are other children in foster care being case managed elsewhere, the Provider may make a request of CFSA for a transfer of case management responsibility.

C.6.14.5 If the Provider achieves permanence for the child in placement, the Provider may request transfer of case management responsibility for any children that may be in the natural home, but, are not in need of removal for out-of-home services. If the family presents the need for continued supports, and the children in the home are not at risk of abuse or neglect, the Provider shall ensure that the family is referred and receiving necessary specialized services from a community based service agency such as the Healthy Families/Thriving Communities Collaborative.

C.7 CHILD WELL-BEING

C.7.1 The Provider shall meet the needs of the child as designed in the case plan via a collaborative effort between CMSW, service providers, family members, and Foster Parent(s). In the design of the case plan, the CMSW shall include a service plan with components for the following:

C.7.1.1 Daily routine and schedule;
C.7.1.2 Behavior management;
C.7.1.3 Mental health services and supports, such as individual and group counseling, crisis intervention, medication management;
C.7.1.4 Health care services and coordination;
C.7.1.5 Educational and vocational support services;
C.7.1.6 Therapeutic recreation;
C.7.1.7 Life and social skills development;

C.7.1.1 Daily Routine and Schedule

C.7.1.1.1 The Provider shall establish and ensure foster parents implement a structured routine and schedule of events and activities that promote healthy development and improve social and behavioral functioning. The routine and schedule should incorporate all elements outlined in this "Child Well-Being" section. Children or youth should have minimal, if any, periods of unstructured time in their daily routine.

C.7.1.2 Behavior Management Policy

C.7.1.2.1 The Provider shall develop and implement a comprehensive behavior management policy and protocol for all children and youth that fully describes expectations of foster parents in managing children in their licensed homes.

C.7.1.2.2 The Provider shall include goals and objectives in the plan that address any positive strengths or maladaptive behaviors that may hinder the individual from functioning well in the home, school, with family, or in the community. The Provider shall review and update the plan periodically in the context of a child's service plan and/or treatment plan reviews.

C.7.1.2.3 The Provider shall employ behavior management techniques to assist the child with behavior problems in understanding the consequences of inappropriate behavior and minimize the negative side effects that interfere with the child's personal development and community integration. Behavior management training shall be designed to develop, restore, manage and maintain the child's mental or emotional growth and teach and reinforce appropriate behaviors. Any child who requires a combined behavioral management, medical and/or mental health plan should be approved by the Provider's Director of Clinical Services in consultation with CFSA's OCP.

C.7.1.2.4 The Provider shall administer a monetary allowance system for children and youth placed in care, as is developmentally appropriate. The Provider shall describe the system to include the specifics of allowance disbursement and fostering of banking/savings skills. The Provider should outline the costs associated with allowances in its budget submission. All costs and policies shall be aligned with CFSA related protocols.

C.7.1.3 Mental Health Services and Supports

C.7.1.3.1 The CMSW, in consultation with CFSA's OCP (OCP), shall address the mental health needs and plans for each child in collaboration with the DC Department of Mental Health via a network of Choice Providers or Core Service Agencies. The Provider shall assist in the facilitation of assessment and provision of the mental health services as outlined in a child or youth's ITP. The ITP is a component incorporated into the Individualized Service Plan (ISP) for the child or youth.

C.7.1.3.2 The Provider, as part of the multi-disciplinary team, shall participate in the development and implementation of an ITP that identifies and outlines the services needed for children or youth placed in care. The ITP shall be based on the information derived from the evaluation and assessment conducted by the Mental Health Service Provider; shall include present level of functioning in the domains mentioned above; shall maintain treatment objectives in measurable terms; shall indicate the specific services and supports necessary to meet the unique needs of the child or youth; and shall include names and titles of persons responsible for implementing the ITP. The ITP must be signed by an appropriate clinician such as a Psychiatrist, Psychologist, licensed professional counselor; or, a Licensed Independent Clinical Social Worker (LICSW) or Licensed Graduate Social Worker (LGSW), under the supervision of a Board certified Psychiatrist or Psychologist.

C.7.1.3.3 The Provider shall ensure transportation to and documentation of any individual or group mental health counseling or psychotherapy services obtained, in accordance with a child or youth's ITP, that includes face-to-face intervention by an appropriate clinician such as a Psychiatrist, Psychologist, licensed professional counselor, LICSW, LGSW, under the supervision of a Board Certified Psychiatrist or Psychologist.

C.7.1.3.4 The Provider shall ensure children and youth have access to individual and group counseling (no more than 8 children or adolescents to 1 professional) that is psycho-educational in nature to address, but not be limited to, the following topics:

C.7.1.3.4.A Grief, loss and separation counseling - to assist the child with abnormal or complicated grief, loss and separation reactions to help separation, prolonged grief, and/or address masked somatic or behavioral symptoms as a result of the grief response.

C.7.1.3.4.B Anger management techniques and training – to assist in managing "anger", which is a normal, natural reaction to situations that cause disappointment, hurt, frustration, sadness, and other negative emotions

C.7.1.3.5 The Provider shall have staff trained in mental health crisis intervention to support foster parents when children or youth may have episodes warranting clinical and/or behavioral intervention. If the Provider's staff is unable to stabilize the child or youth, the Provider may utilize the Children & Adolescent Mobile Psychiatric Service (CHAMPS) for the provision of timely, home-based relief for children and adolescents in crisis. This service provides in-home assistance when appropriate, and assesses whether a child's behavior poses a danger, requiring possible psychiatric inpatient hospitalization. The Provider shall notify CFSA's OCP of mental health crises for consultation and further support.

C.7.1.3.6 The Provider shall have access to a Psychologist or Psychiatrist for clinical and medication consultation. In collaboration with the Behavioral Specialists they shall provide supportive clinical assistance to the CMSW and foster parents to review symptomotology of the illness, discuss benefits and side effects of medication, and to assess medication administration.

C.7.1.3.7 The Provider shall facilitate access, service linkages and monitoring of these services to assist and enable the child or youth to receive services authorized in the ITP.

C.7.1.4 Health Care Services

C.7.1.4.1 The CMSW shall plan, facilitate, and coordinate all preventive, routine, and emergency health care needs for each child or youth in coordination with the child or youth's IHP and CFSA's Clinical and Health Services Administration in the OCP. All services will be initiated with DC Medicaid Providers to the extent possible, and follow the Early and Periodic, Screening, Diagnosis and Treatment (EPSDT) requirements issued from the Department of Health Care Finance and the American Academy of Pediatrics.

C.7.1.4.2 The Provider shall collaborate with CFSA's Clinical and Health Services Administration to ensure an Individualized Health Plan (IHP) is developed and included in the child or youth's Individual Service Plan. The IHP shall fully identify health needs, and describe the services required to meet these needs.

C.7.1.4.3 The CMSW shall follow CFSA's referral process to access medical services and for communicating appointment outcome information to CFSA.

C.7.1.4.4 The Provider shall follow CFSA's guidance for securing, in a timely manner, all medically recommended health and therapeutic services including, but not limited to, counseling, behavior management, medication management, physical, occupational, and/or speech therapy, glasses, hearing aids, prosthetic devices, and corrective physical and dental devices.

C.7.1.4.5 The CMSW and the OCP shall facilitate the provision of physician-prescribed in-home nursing and/or assist with the acquisition of any other specialized health services in accordance with the case plan and Individualized Health Plan and sanctioned by CFSA's Clinical and Health Services Administration.

C.7.1.4.6 The CMSW shall refer all pregnant youth and other special health populations to the OCP and Health Services Administration. The OCP will coordinate, with the CMSW, appropriate community-based prenatal care through a Medicaid Obstetric and Gynecological Provider for all youth in need of and seeking such services.

C.7.1.4.7 The Provider shall ensure an emergency protocol that establishes which professional staff facilitate transport and accompany the child or youth to the nearest medical facility, as well as provide the facility with Medicaid information. The Provider or CFSA staff shall remain with the child for the duration of any emergency treatment. The Provider shall notify the CMSW as soon as possible. The Provider shall notify the OCP's Clinical and Health Services Administration through the 24 hour on-call phone: 202-498-8456 or through the CFSA Hotline. The Provider shall not consent to treatment. In a true life-threatening emergency, treatment will be initiated by the emergency room staff.

C.7.1.4.8 The Provider shall include in its training plan a module that prepares foster parents on health care topics to include, among others, the following: Early Periodic Screening, Diagnosis, and Testing (EPSDT), HIV/AIDS, communicable diseases, universal precautions, nutrition, diabetes, dental/oral care, asthma, and well child care.

C.7.1.4.9 The Provider shall follow CFSA's guidelines for youth affected by HIV and AIDS.

C.7.1.4.10 The Provider shall ensure on-call availability of a physician for emergent and urgent services and consultations.

C.7.1.5 Educational and Vocational Services

C.7.1.5.1 The Provider shall be responsible for meeting the educational and vocational needs of all children/youth placed in its care. The Provider shall arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws and the child/youth's Individual Service Plan (ISP) and any Individualized Education Plan (IEP). To the extent possible, the Provider shall ensure that all children remain in their school of origin when it is in his/her best interest to do so, as required by federal and local laws. The Provider should consult with the CFSA Education Resource Specialists in the OCP to assist with best interest planning and decision-making, and for any educational supports and guidance needed.

C.7.1.5.2 The Provider shall have primary responsibility for enrolling and transporting all school-age children and youth to educational, extra-curricular, vocational and/or mentoring activities; unless otherwise provided by the school district, another community-based service provider, or arranged by CFSA, to address a specialized educational need as defined in the service plan.

C.7.1.5.3 The Provider shall comply with CFSA policy regarding educational planning for children/youth in care such as educational assessment and out-of-state school enrollment and tuition. Specifically, the Provider shall comply with CFSA's Administrative Issuance (CFSA-09-21) regarding Completion of Education Assessments. The assigned CMSW shall complete an Education Assessment form for every school-aged child/youth aged 5-18 years of age within 30 days of placement in foster care to be reviewed and approved by the assigned Supervisory Social Worker. This assessment will assist Social Workers in identifying academic strengths and deficiencies of the child or youth. Educational information must be entered on the Client Education Screen in FACES, as well as on the Educational Assessment form to be placed in Section D of the case record. Educational information should be updated in FACES at critical points such as school placement change, the end of each marking period, any new or updated IEP, and whenever the Education Assessment is updated.

C.7.1.5.4 The Provider shall engage the child or youth, his/her birth parent, foster or other educational decision-maker in all education planning and decision-making activities. The Provider may consult with a CFSA Education Resource Specialist if a child/youth does not have a parent or educational decision-maker to act on his/her behalf.

C.7.1.5.5 The Provider shall be a member of the child's educational team and convene and/or participate in teaming meetings with the child's teacher and other school personnel, the child/youth and his/her parent, foster parent or other educational decision-maker.

C.7.1.5.6 The Provider shall ensure that youth who are no longer required to attend school under the District of Columbia's or local jurisdiction's Compulsory Education Law receive directly, or are appropriately linked to, continuing education or other resources and services aimed at preparing the young person for economic independence, such as a vocational training program.

C.7.1.5.7 The Provider shall maintain the children or youth's educational records; including, but not limited to, report cards, educational and standardized testing and Individualized Family Service Plans (IFSP) or Individualized Education Plans (IEP's). The Provider shall make copies of all educational information available to CFSA on a monthly basis; or more often if the Provider receives pertinent information between monthly reviews.

C.7.1.5.8 The Provider shall ensure that all children and youth in need of Special Education receive assessment by the assigned school, or another authorized Special Education evaluator approved by the District of Columbia Public Schools (DCPS). In a timely fashion, the Provider shall ensure participation in all meetings held at the child or youth's local school in order to develop and/or enhance the IEP. The foster parent, or natural parent, as appropriate, shall be involved in educational decision-making.

C.7.1.5.9 The Provider shall comply with education policies set forth by DCPS and CFSA regarding the provision of special education services and other guidance on a variety of education-related topics. The CFSA Education Resource Specialist is available for consultation and assistance in this area.

C.7.1.5.10 The Provider shall ensure foster parents facilitate educational enrichment programs and activities for children and youth.

C.7.1.5.11 The Provider shall identify staff oversight and responsibility for educational planning and services (e.g., attendance at school conferences, provision of school supplies, assistance with homework, and routine contact with teachers) for children and youth placed in care. The Provider's business plan shall also include description of the educational equipment provided to youth to assist and enrich educational endeavors such as provision of computers, adequate study areas, in-home tutoring (paid or non-paid), and other assistance.

C.7.1.5.12 The Provider shall facilitate tutoring, mentoring, and other advocacy and supportive services on-site, via the school, community-based providers, or via CFSA's OCP. The Provider shall work to develop innovative provision of tutoring and mentoring services that are community-based, linked to professional groups, and/or are on a volunteer basis. The Provider shall document the provision and quality of the service.

C.7.1.5.13 The Provider shall ensure children and youth presenting any educational limitations, and or meeting criteria listed below, receive tutorial or other services to improve academic performance:

C.7.1.5.13.A Two or more grade levels behind age-appropriate academic performance;
C.7.1.5.13.B Reporting grades of D's or F's;
C.7.1.5.13.C Services recommended by IEP;
C.7.1.5.13.D Services recommended by school;
C.7.1.5.13.E Services recommended by a psychological evaluation, or;
C.7.1.5.13.F Services recommended by the ISP.

C.7.1.5.14 The Provider shall inform and document for CFSA all pertinent educational information for the purposes of data collection, monitoring, and inclusion in case records and pertinent education and service plans.

C.7.1.5.15 The Provider shall link youth to vocational services as per any service objectives set forth in the child or youth's service plan. These services shall include vocational assessment and training programs and linkage to the CFSA Office of Youth Empowerment (OYE).

C.7.1.6 Therapeutic Recreation

C.7.1.6.1 The Provider shall ensure foster parents facilitate recreational programming for children and youth that includes positive, pro-social recreational activities that reduce the risk of engaging in antisocial behaviors, and serves as a protective factor as they permanently transition from foster care to the community.

C.7.1.6.2 Foster parents shall endeavor to access recreational activities that spark the child or youth's interest, enhance self-confidence, nurture the development of hobbies, and may serve as a long-term activity. Participation in music, arts and sports is encouraged.

C.7.1.7 Life and Social Skills Training and Development

C.7.1.7.1 The Provider shall ensure that children and youth are adequately prepared by foster parents, and/or the Provider Agency, in life and social skills, and related development activities. The Provider should reference 29 DCMR Chapter 62 Section 6270 for a comprehensive listing of curriculum and program topics. The goal should be for development of these skills within the youth's family based foster care setting, and not via a transfer to a congregate care setting to achieve independent living goals.

C.7.1.7.2 The Provider shall facilitate group and individualized life skills sessions as part of its programming. The prospective Provider shall submit an overview of the curriculum, training and assessment as part of its business plan.

C.7.1.7.3 The Provider shall facilitate employment assistance and job coaching for youth.

C.7.1.7.4 The Provider shall assure that all youth have access to life skill development and career opportunities well in advance of transition to adulthood and/or independence.

C.8 FOSTER HOMES: RECRUITMENT, LICENSING, TRAINING AND SUPPORT

C.8.1 Recruitment of Foster Homes

C.8.1.1 The Provider shall actively recruit a pool of diverse and stable foster homes within the District of Columbia (DC) or in neighboring jurisdictions within 50 miles of the DC border.

C.8.1.2 The Provider shall collaborate with CFSA in any joint recruitment efforts of foster and adoptive parents toward the development of a District-wide recruitment strategy.

C.8.1.3 The Provider shall recruit and retain a full array of foster homes able to accommodate a wide range of ages, ethnic groups, and emotional and behavioral functioning of children and youth. The care and service needs of some children and youth may shift in depth throughout the term of placement, based on the child's growth and development. A comprehensive, diverse, well trained foster parent pool is essential to assure the required nurture and care of all cases managed by the Provider Agency.

C.8.1.4 The Provider of foster care to CFSA children or youth placed outside the District of Columbia, shall ensure children or youth are able to maintain relationships with their biological parents, extended families, friends, schools, place of worship, and other connections in their communities of origin.

C.8.1.5 The Provider shall recruit potential foster and adoptive parents that express an interest and commitment to the care of abused and neglected children, the willingness to work with birth families, and a demonstrated capacity to meet the permanency needs of the children and youth in their care.

C.8.1.6 The Provider shall have foster homes able to accommodate children 0 to 21 years of age, children and youth with special needs, sibling groups, and children and youth that are lesbian, gay, bisexual or transgendered.

C.8.1.7 The Provider shall implement an annual recruitment plan to assure a continuous pool of diverse and well trained foster parents.

C.8.2 Foster Home Licensing

C.8.2.1 The Provider shall assure that children are only placed in licensed, trained, foster homes at the designated capacity.

C.8.2.2 The Provider shall ensure that all foster homes are fully licensed in accordance with the regulations governing foster care in the jurisdiction in which they are located and serve children and youth. The Provider shall adhere to any regulations governing the care of Traditional, Therapeutic or Specialized Family Based Foster Care populations in the respective licensing jurisdiction.

C.8.2.3 The Provider of DC-based services shall ensure all DC foster homes are licensed in accordance with Title 29 DCMR Chapter 60. CFSA is the licensing entity for foster homes located in the District of Columbia.

C.8.2.4 The Provider shall ensure that foster home licensing is renewed as per the regulations. In the District of Columbia, the Provider shall ensure this re-evaluation and license renewal takes place every (2) years to determine the continued ability of each foster family/home to meet the requirements.

C.8.2.5 Providers in surrounding jurisdictions shall conduct a re-evaluation and renewal process according to regulations in the licensing jurisdiction, but at a minimum of every two (2) years.

C.8.2.6 The licensing and training of recruited foster and adoptive parents shall be completed within (120) days.

C.8.2.7 As part of the home study process, the Provider shall ensure that each applicant and any other person eighteen (18) or older residing in the home comply with the requirements for a Criminal Records Check. A criminal records check shall be performed once every two (2) years as part of the re-evaluation and license renewal process.

C.8.2.8 The Provider shall ensure that a Child Protection Register Check be performed on any household member eighteen (18) years or older once every year.

C.8.2.9 The Provider shall report to the CFSA Hotline any and all suspicions of abuse or neglect perpetrated by foster parents. Children may be removed from the home during this period. If substantiated, the license will be immediately terminated.

C.8.3 Foster Parent Training

C.8.3.1 The Provider shall prepare foster and/or adoptive parents to meet the foster and/or adoptive care needs of the children served by its agency.

C.8.3.2 The Provider shall prepare and require foster parents to accept children and youth as they present a need for placement on a twenty-four (24) hour a day, seven day a week basis in accordance with parameters set forth by licensing regulations and the task order agreement for capacity, age range, and gender. These foster parents shall be prepared to accommodate the placement needs of children and youth, and minimize any use of "emergency homes" that will require a subsequent placement change.

C.8.3.3 The Provider shall assist and require foster parents to have a pre-approved back-up child care plan to accommodate readiness for 24-hour placement requirements.

C.8.3.4 The Provider shall develop a system by which to provide respite care for foster parents in situations in which the foster parent needs a respite period from the care of children or youth. This respite period shall not last longer than ten (10) days annually. If additional time is requested, cases will be reviewed by CFSA on a case by case basis.

C.8.3.5 The Provider shall support foster and/or adoptive parents in securing required licensure of homes.

C.8.3.6 The Provider shall ensure that foster parents receive training that includes, at a minimum, 30 hours of pre-service training; and subsequently, 15 hours of annual in-service training. The Provider shall include in its business plan the specifics of this training, and the model to be used. CFSA requires the use of nationally recognized training models. The Provider shall also include training on behavior management protocol to ensure appropriate methods of discipline are being employed by foster parents.

C.8.3.7 The Provider shall detail the additional training that will be provided to foster and adoptive parents that provide care to parenting teens and their children; Therapeutic and Specialized Care populations; and gay, lesbian, bisexual and transgendered children/youth.

C.8.3.8 The Provider shall assure specialized training that prepares foster parents for the needs of youth preparing for adulthood.

C.8.3.9 The Provider shall only make foster homes eligible for placement of children/youth after licensing and pre-service training, including any specialized training needed.

C.8.4 Foster Parent Supports

C.8.4.1 The Provider shall support foster parents in the provision of quality care to children and youth that ensures a curative environment that is safe, nurturing, and well-equipped to facilitate services needed to attain the child's goals and objectives.

C.8.4.2 The Provider shall assess the needs of foster parents to sustain placement of the child in the home, and devise a support system that is responsive to these needs. This system shall include home visits, telephone contact, specialized training or other in-home supports as needed. The business plan shall provide an overview of this support system, and details regarding the frequency and manner by which the Provider will determine and implement this support.

C.8.4.3 The Provider's foster parents shall have the capacity to manage and improve emotional and behavioral functioning of children and youth to enable progress toward his or her goals, especially according to those target populations identified in the Provider's business plan. The Provider shall support foster parents in serving children and youth presenting challenging behaviors and emotional crises, and shall utilize staff to assist and/or intervene in the home.

C.8.4.4 The Provider shall establish a problem solving system that addresses issues and challenges brought to the attention of the Provider by and about foster parents. This system should include strategies such as foster parent support groups, an Ombudsman, and/or appeal process.

C.9 FOSTER HOME CARE REQUIREMENTS

C.9.1 Intake and Admission

C.9.1.1 The Provider shall have a clear protocol to admit children and youth into its program on a 24-hour-a day, 7 day-a-week basis, for each day of the year, including holidays.

C.9.1.2 CFSA's Placement Administration has sole authority for making placement referrals that includes placements within the Provider's own placement network. The Provider shall accept all children and youth referred by the Placement Administration according to the target population, programs and capacity for which the Provider is contracted by CFSA.

C.9.1.3 The Provider shall establish policies and protocols for admission and intake that include submission of accurate and complete ICPC packets to CFSA's ICPC Office prior to, or within 48 hours or 2 business days of making or changing a placement, for any child who will be placed outside the District of Columbia.

C.9.1.4 The Provider shall ensure CFSA's Placement Services Administration has 24 hour access to the staff person responsible for intake and placement, and has authority to make placement decisions on a daily basis, including weekends.

C.9.1.5 The Provider shall ensure that CFSA is made aware of its daily census and any vacancies among its licensed foster homes Monday through Friday. If children are placed in one or more of its foster homes during the weekend, the Provider shall ensure that CFSA's placement staff is aware of the change in its census and available vacancies on the following Monday.

C.9.1.6 On a monthly basis, the Provider shall report to the COTR the number of vacancies and the characteristics of children for whom there are available slots, the licensed capacity of its vacant homes, and the names and dates of placement for each child placed in the program.

C.9.1.7 The Provider shall only discharge children and youth from a program as part of a planned change as per the case plan and one or more of the following circumstances. A formal conference must take place in coordination with the CMSW and the CFSA's Placement Services Administration:

C.9.1.7.1 The child or youth has progressed in functioning and/or development, and is ready for a less restrictive level of care;
C.9.1.7.2 The child or youth is in need of a more intensive, therapeutic program based on the child's functioning, the CMSW's assessment, and the Program Director's approval;
C.9.1.7.3 The child or youth is to be reunified with family or relatives;
C.9.1.7.4 The child or youth is to be adopted;
C.9.1.7.5 The child or youth has adequately met his/her independent living goals and is ready to leave foster care.

A formal teaming conference must take place among representatives from the Provider Agency (to include the CMSW), the CFSA OCP, and the CFSA Placement Services Administration.

C.9.1.8 If the Provider is requesting a placement shift to a more intensive, therapeutic program, the child or youth must meet the established criteria for therapeutic placement that includes, among other criteria, one or more DSM IV diagnoses, at least one of which is an Axis 1 diagnosis (excluding adjustment disorder). The Provider shall also produce documentation to CFSA of all progress notes, behavior management techniques employed by the program, crisis intervention and support services applied, and any relevant documents from mental health professionals. The CFSA Placement Administration will make the determination as to the need for therapeutic care.

C.9.2 Foster Home Care

C.9.2.1 The Provider shall ensure that foster homes provide the basic services outlined in 29 DCMR Chapter 60, or the respective licensing guidelines for the jurisdiction in which services are provided. The Provider shall ensure foster care fulfills the requirements outlined in this scope of work.

C.9.2.2 The Provider shall ensure coordination of care and support services between the assigned CMSW and foster parents for children and youth placed in its care. The elements of well-being outlined in Section C.7 serve as a road map for meeting the child's needs for positive physical, social and emotional development.

C.9.2.3 The Provider shall ensure that foster parents support the goals and objectives of the case and service plan. Foster parents shall have primary responsibility for implementing daily structured programming, behavior management, and any transportation to required appointments. In some cases, the CMSW may be involved in transportation to service appointments or visits. The Provider shall ensure that coordination fully supports completion of visits and appointments.

C.9.2.4 The Provider shall establish and maintain a system of monitoring and evaluating the quality of care provided by its foster homes. The Provider shall ensure foster home capacity for provision of a safe and nurturing environment, and for meeting the well-being needs of children and youth.

C.9.3 Types of Foster Care and Specific Requirements

C.9.3.1 Traditional Family Based Foster Care

C.9.3.1.1 The Provider of Traditional Family Based Foster Care shall ensure that foster parents are adequately prepared to care for children and youth with emotional and behavioral conditions that are typical of those having experienced abuse and neglect, but do not present an Axis 1 diagnosis.

C.9.3.1.2 The Provider shall comply with the case management and placement parameters outlined below as per the Amended Implementation Plan (AIP), and any more stringent regulatory guidelines set forth in the jurisdiction in which foster care is being provided.

C.9.3.1.2.1 Case management maximum of fifteen (15) per CMSW.

C.9.3.1.2.2 Placement of no more than three (3) foster children in a single foster home at any one time;

C.9.3.1.2.3 No more than six (6) children living in the home, to include the family's natural children in the count;

C.9.3.1.2.4 Placement of no more than two (2) children under two (2) years of age;

C.9.3.1.2.5 Placement of no more than three (3) children under the age of six (6) in a single foster home;

C.9.3.1.2.6 Placement of no more than two (2) children in the home of a single parent.

C.9.3.1.3 The Provider may only deviate from these parameters with written approval from CFSA's Contract Monitoring and Performance Improvement Administration (CMPIA).

C.9.3.1.4 The Provider shall ensure the capacity of foster homes within its array to welcome and accommodate those children and youth that are lesbian, gay, bisexual or transgendered.

C.9.3.2 Teen Parent Family Based Foster Care

C.9.3.2.1 The Provider shall include foster parents in its foster home array that are willing to accept placement of pregnant and/or teen parents with children.

C.9.3.2.2 The Provider shall endeavor to sustain a child or youth's placement with her existing foster family in the event she becomes pregnant by bolstering supportive services to stabilize the placement.

C.9.3.2.3 The Provider shall secure high quality, community-based prenatal and postnatal counseling, other reproductive health services, and adoption services, if desired, for pregnant teens and teen parents.

C.9.3.2.4 The Provider shall include the following as part of its service delivery to pregnant and parenting teens:

C.9.3.2.4.1 Placement of parent and child in the same foster home;

C.9.3.2.4.2 Modeling and instruction on appropriate parenting skills and techniques;

C.9.3.2.4.3 Training in the stages of child development, age appropriate expectations of dependent children, and age appropriate behavior modification and discipline techniques;

C.9.3.2.4.4 Instruction in appropriate child care, including time management, food preparation, and proper nutrition;

C.9.3.2.4.5 Instruction in accessing and utilizing community resources to support the youth and their children in growth and development, e.g., medical services, child care and educational services;

C.9.3.2.4.6 Appropriate involvement of the non-custodial parent in the child's life;

C.9.3.2.4.7 Supporting for the teen parent in achievement of educational/vocational goals; and,

C.9.3.2.4.8 Preparation for independent living that is comparable to services available to non-parenting youth.

C.9.3.2.5 The Provider shall adhere to case management and placement parameters set forth for Traditional populations, and take dependent children into consideration.

C.9.3.2.6 The CMSW shall refer all pregnant youth to the Office of Clinical Practice's (OCP), Health Services Administrations. The OCP will coordinate, with the CMSW, appropriate community-based prenatal care through a Medicaid Obstetric and Gynecological Provider for all youth in need of and seeking such services.

C.9.3.2.7 The Provider shall secure high quality, community-based prenatal and postnatal counseling, other reproductive health services, and adoption services, if desired, for pregnant teens and teen parents.

C.9.3.3 Therapeutic Family Based Foster Care

C.9.3.3.1 The Provider of Therapeutic Family Based Foster Care shall ensure that CMSWs and foster parents are adequately prepared to care for this population of children and youth that present more challenging emotional and behavioral conditions common of an Axis 1 diagnosis (See Target Populations Section C.4).

C.9.3.3.2 The Provider shall facilitate training to CMSWs and foster parents specific to case management and care of this population that exceeds the minimum training requirements outlined for Traditional Family Based Foster Care. The business plan shall include details of the training plan, topics, and credentialed trainers specific to caring for children and youth suffering from Axis I diagnoses.

C.9.3.3.3 The Provider shall include in its staffing array a Director of Social Work and Clinical Services that provides guidance and oversight for case management and care of children and youth with mental health and behavioral challenges. This staff member shall be credentialed as a Licensed Social Worker, and have expertise and experience in clinical and behavioral interventions for children and youth with Axis I diagnoses (see Section H for more details on staffing array).

C.9.3.3.4 The Provider shall include in its staffing array a Behavioral Specialist(s) that can lend guidance and supportive assistance to CMSWs and foster parents on behavior management and intervention strategies. This staff shall be available for deployment to foster homes as the need may arise. The Behavior Specialist(s) shall be supervised by the Director of Social Work and Clinical Services.

C.9.3.3.5 The Provider shall ensure that the following case management and placement parameters are adhered to when accommodating children and youth in Therapeutic Family Based Foster Care:

C.9.3.3.5.1 Case management maximum of ten (10) cases per CMSW.

C.9.3.3.5.2 Placement of no more than two (2) Therapeutic foster children in a Therapeutic foster home at any time;

C.9.3.3.5.3 Placement of no more than a total of four (4) children in a two-parent Therapeutic foster home, that includes the foster family's natural children in this count;

C.9.3.3.5.4 Placement of no more than one (1) child under two (2) years of age in a Therapeutic foster home;

C.9.3.3.5.5 Placement of no more than a total of three (3) children at any time in a single parent home, that includes the foster parent's natural children in the count.

C.9.3.3.6 The Provider may only deviate from these parameters with written approval from the CFSA Placement Administration and HCA Monitoring and Performance Improvement Administration.

C.9.3.4 Specialized Family Based Foster Care

C.9.3.4.1 The Provider of Specialized Family Based Foster Care shall ensure that CMSWs and foster parents are adequately prepared to case manage and care for this population of children and youth that present conditions of developmental disabilities and/or medical fragility.

C.9.3.4.2 The Provider shall facilitate training to CMSWs and foster parents specific to case management and care of this population that exceeds the minimum training requirements outlined for Traditional Family Based Foster Care. The business plan shall include details of the training plan, topics, and credentialed trainers specific to caring for children and youth with development disabilities and/or medically fragile conditions.

C.9.3.4.3 The Provider shall include in its staffing array a Director of Social Work and Clinical Services that provides guidance and oversight for case management and care of children and youth with developmental disabilities. This staff member shall be credentialed as a Licensed Social Worker, and specialization in children and youth with developmental disabilities. Staff expertise required may be provided by an alternate position with a Masters or Ph.D in Education or Psychology with specialization serving this population (see Section H for more details on staffing array).

C.9.3.4.4 The Provider shall include in its staffing array a Specialist(s) that can lend guidance and supportive assistance to CMSWs and foster parents on care issues related to children and youth with developmental disabilities. This staff shall be available for deployment to foster homes as the need may arise.

C.9.3.4.5 The Provider shall include in its staffing array a Supervisor dedicated to the oversight of health care needs and services for medically fragile children and youth placed in these homes. This staff member shall have credentialing and expertise in health care management and service delivery specific to medically fragile conditions.

C.9.3.4.6 The Provider shall staff home health aides dedicated to the care and delivery of health services for children and youth with medically fragile conditions. This staff person shall visit the foster home to work with foster parents on developing a safe environment tailored and equipped to meet the needs of each child's condition. This staff person shall support the CMSW by working with the OCP to develop the Individualized Health Plan (IHP), and shall monitor the home on a continual basis.

C.9.3.4.7 The Provider shall ensure that foster homes providing Specialized Care for children and youth with medically fragile conditions are fully equipped with any and all medical equipment and/or in-home nursing assistance as specified in the child or youth's individualized health plan (IHP).

C.10 GENERAL REQUIREMENTS

C.10.1 Service Integration/Linkage

C.10.1.1 The Provider shall develop formal relationships and agreements with other CFSA service providers, District agencies serving children, youth and families, and community-based organizations. The services shall be appropriate to the age, gender, sexual orientation, cultural heritage, developmental and functional level, as well as the learning ability of each youth. The Provider shall demonstrate evidence of such a service network via sub-contracts, formal service agreements, and/or memoranda of understanding among members of the service network.

C.10.2 Cultural and Linguistic Competence

C.10.2.1 The Provider shall ensure culturally competent services that ensure staff and foster parents understand and are familiar with the youth's culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Provider shall endeavor to employ staff and recruit foster parents representative of the community served.

C.10.2.2 The Provider shall have the capacity to provide linguistically competent services through staff that are fluent in the languages spoken by the children and youth being served, or from another source providing such services. The Provider shall have the capacity to serve hearing impaired clients.

C.10.3 Community-Based Services

C.10.3.1 The Provider shall support children and youth in maintaining connections with schools, churches, friends and families, as appropriate. The Provider shall develop and maintain linkages that strengthen the relationship with the child/youth's home communities, and/or the community in which he/she may be residing upon discharge.

C.10.3.2 The Provider shall develop a community-based network of services and affiliations that will facilitate supportive services for children/youth and their families in the community of origin, community of placement, and/or community where a potential kinship care or family-based foster care provider resides.

C.10.3.3 The Provider shall implement a model or practice that supports children and youth in becoming involved in community-based services.

C.10.3.4 The Provider shall ensure that children and youth develop skills for living successfully in the community. Foster parents shall make community resources available to children and youth, and encourage participation and involvement in community based programming. Volunteer civic activities, use of public agencies/services such as the local library and health clinic, and recreational activities at a local gym or community center are some examples of such skills. The Provider shall include a description of the model for developing community connections in its business plan, and the community resources it plans to utilize.

C.10.3.5 The Provider shall ensure that every child or youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired. The Provider shall ensure foster parents make meal choices or alternatives available that respect the religious practices of children and youth.

C.10.3.6 The Provider shall link children or youth with organizations that can provide education and support services for any gay, lesbian, bisexual, transgendered and questioning children and youth in need of these services.

C.10.4 Transportation

C.10.4.1 The Provider shall ensure transportation for children/youth to all:

C.10.4.1.1 Routine and emergency medical and mental health appointments;
C.10.4.1.2 Daily school/educational, extra-curricular and vocational activities;
C.10.4.1.3 Recreational activities;
C.10.4.1.4 Community activities;
C.10.4.1.5 Family activities and visits;
C.10.4.1.6 Reviews, court appearances, and conferences.

C.10.4.2 The Provider shall ensure vehicles include all safety devices required by law. The Provider shall submit upon request of the Contracting Officer copies of vehicle registrations and inspections, if applicable.

C.10.4.3 The Provider shall ensure that its transportation protocol includes provisions for safe transport and transfer of children and youth from the care and supervision of one approved adult to another. Such protocol should include documented signature by the individual(s) relinquishing supervision of the child or youth for the purposes of the transport, the individual(s) assuming supervision post-transport, as well as the signature and identity of the transportation carrier and driver.

C.10.5 Mandatory and Unusual Incident Reporting

C.10.5.1 The Provider must report any alleged child abuse, neglect or other risk to residents' health and safety to the CFSA Hotline (202-671-SAFE).

C.10.5.2 The Provider shall follow the procedures and requirements outlined in 29 DCMR Chapter 60 licensing regulations for mandatory reporting of unusual incidents, and in accordance with CFSA policy. The Provider must also file an unusual incident report any time the resident and/or staff has engaged in an event that is significantly distinct from normal routine or procedure of the resident, the program, the staff, or any person relevant to the resident.

C.10.6 Quality Assurance and Data Collection Requirements

C.10.6.1 The Provider shall develop and maintain a quality assurance system that collects and assesses, at a minimum, the data indicated in Section B outlining the Modified Scorecard specifications, and in Section C.3 Performance Indicators and Outcomes. As part of its business plan, the Provider shall submit an overview of its quality assurance and/or continuous quality improvement system. CFSA will monitor this system and data pertinent to the quality of care of CFSA children and youth.

C.10.6.2 The Provider shall work collaboratively with CFSA in further development of indicators and outcome measures in the areas of safety, permanence and well being.

C.10.6.3 The Provider shall make its quality assurance system and data available for CFSA review, and respond to any data requests made by CFSA in regard to children and youth cared for as per this agreement.

C.10.6.4 The Provider shall comply with the requirements for progress note documentation regarding children and youth placed by CFSA (see Section C.10.7 for details of documentation requirements).

C.10.7 Recordkeeping and Documentation Requirements

C.10.7.1 The Provider shall ensure that all child and family information and documentation is entered into the FACES system and the case record. The CMSW shall input completed case plans, case and progress notes, documentation of required visits, and service plans and updates on all aspects of the case.

C.10.7.2 The Provider shall establish and maintain an up-to-date paper case record on each child or youth in its care that stores the case plan information, to include all aspects of service planning, treatment, progress notes, and other information pertinent to the child or youth in a manner conducive to managing care and audit review.

C.10.7.3 The Provider shall ensure that monthly reviews and updates to the ISP/ITILP include detailed notes on the child or youth's progress, and/or lack thereof, for inclusion in the case plan and case record.

C.10.7.4 The Provider shall submit to CFSA's Business Services Administration (BSA) all case and progress notes on case management, treatment and service delivery that fully outline the care provided to children and youth. On a monthly basis, the Provider shall include summary notes on dates of service, the service providers and their credentials, the nature and extent of the service, duration of the service, units of service, and locations of service. The documentation submitted should include at a minimum the following information each time a service is rendered:

C.10.7.4.1 Name of child/youth;
C.10.7.4.2 Child's Medicaid number or other identifier;
C.10.7.4.3 Child's Social Security Number
C.10.7.4.4 Name of provider and credentials/qualifications;
C.10.7.4.5 Date of service;
C.10.7.4.6 Location of service;
C.10.7.4.7 Type of service, i.e. Client Intake, Assessment, Case Planning, Service
C.10.7.4.8 Coordination and Monitoring and Case Plan Reassessment;
C.10.7.4.9 Duration of service;
C.10.7.4.10 Progress notes describing what service was provided, why the service was provided and indicating how the service or intervention is assisting the child/youth in meeting their case plan goals;
C.10.7.4.11 Other notes as required by scope of practice.

C.10.7.5 The Provider shall ensure that all case notes remain in the child's treatment folder as part of the case record; and submit another copy with the invoice for services.

C.10.7.6 The Provider shall adhere to Medicaid regulations that require each claim to Medicaid include a Medicaid enrolled child/youth; a provider that meets Medicaid eligibility as a

licensed provider of the healing arts or under the supervision of a licensed provider if allowed in the District as part of the scope of practice; and be a Medicaid eligible service.

C.10.8 Information Management System Requirements

C.10.8.1 The Provider shall meet the following hardware and software requirements specified by CFSA's Child Information Systems Administration (CISA) for the purpose of meeting the data collection and documentation requirements outlined in Sections C.10.6 and C.10.7.

C.10.8.1.1.A Hardware

1. Intel Pentium® 4 CPU 2.00 GHz or above, 512 MB RAM PC/Laptops
2. Display Adapter Supporting 1024 x 768 Pixels
3. 108 Keyboard, Mouse
4. High Speed internet connection (e.g. Cable Modem, DSL etc)

C.10.8.1.1.B Software

1. Operating systems should be Windows XP Service Pack 2/ Windows Pro 2000 SP4/ Windows XP Home Edition
2. Internet Explorer 6 Service Pack 1
3. Adobe Acrobat Reader 7.0
4. Either Microsoft Office 2003 or Word Viewer
5. Fax Viewer (Windows Fax Viewer) – only required for those PCs that need to view scanned documents.

C.10.8.2 FACES.NET Access and Information

C.10.8.2.1 The Provider is required to maintain updated placement and foster home information in FACES.NET that allows placement staff to access pertinent information electronically.

C.10.8.2.2 The Provider shall ensure that all staff responsible for managing FACES information participate and complete training initial and ongoing FACES.NET training, and have access to the security level necessary to perform his or her job.

C.10.8.2.3 The Provider shall ensure that each CMSW, and respective Social Work Supervisor, responsible for data entry of case management and foster home information into FACES have access to the computer hardware and software requirements.

C.10.8.2.4 The Provider shall ensure that FACES.NET is the information system of record for all case data as well as quality assurance, outcomes and scorecard measures.

C.10.8.2.5 The Provider shall enter all contact/case notes pertaining to social work service delivery into the CFSA information system within 72 hours of completion of an activity. The case notes shall adhere to specifications outlined in Section 10.7 on Recordkeeping and Documentation.

C.10.8.3 Technology Support

C.10.8.3.1 The Provider shall have the capacity for technology support via staff with expertise in the FACES.NET application and management of on-line reports. These staff shall be responsible for providing functional assistance to its own agency staff, and participate in CFSA design sessions and enhancement meetings.

C.10.9 Business Plan and Budget

The Provider shall develop a written business plan that addresses and fully describes how the tasks and requirements specified in this HCA will be accomplished. The business plan shall include a detailed budget that includes all costs associated with operating the program.

C.11 APPLICABLE DOCUMENTS

The following documents are incorporated in this solicitation and resulting Human Care Agreement by this reference:

Item No.	Document Type	Title
1	DC Municipal Regulations	**29 DCMR, Chapter 60**
2	DC Municipal Regulations	**29 DCMR, Chapter 16**
3	CFSA Policy	**CFSA Out-of-Home Practice Protocol located at http://newsroom.dc.gov/show.aspx/agency/cfsa/section/2/release/18245**
4	CFSA Administrative Issuance	**CFSA-09-21 Education Assessment located at http://cfsa.dc.gov/cfsa/cwp/view,A,1418,Q,644381,cfsaNav_GID,1765,.asp**

SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

D.1.1 The packaging and marking requirements for this HCA shall be governed by Clause 2, Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

D.1.2 All packages, letters documents, correspondence and other data or material relating to this HCA must be marked with a corresponding HCA.

D.2 MAILING FEES

D.2.1 All postage and or mailing fees connected with performance of this HCA shall be the responsibility of the Provider.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION

The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 TERM OF AGREEMENT

F.1.1 The term of this human care agreement shall be for a base period of one (1) year with (2) additional one year option periods, from the date award subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

F.1.2 If the Provider fails to perform its obligations under this human care agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this human care agreement, the District may terminate this human care agreement for default or convenience of the District upon serving written notice of termination to the Contractor in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March, 2007, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement as Attachment J.1.3.

F.1.3 The District reserves the right to cancel a task order issued pursuant to this human care agreement upon thirty (30) days written notice to the Contractor.

F.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this human care agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this human care agreement.

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

F.3.1 The District Government may extend the term of this human care agreement for a period of two (2) one (1) year option periods, successive fractions thereof, by written notice to the Provider prior to the expiration of the agreement; provided that the District gives the Provider a preliminary written notice of its intent to extend at least thirty (30) days before the human care agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

F.3.2 If the District exercises this option, the extended agreement shall be considered to include this option provision.

F.3.3 The service rates for the option periods shall be as specified in Section B, Human Care Services and Service Rates.

F.3.4 The total duration of this including the exercise of any options under this clause shall not exceed three (3) years.

F.4 DELIVERABLES

Number	Deliverable	Qty.	Format/Method of Delivery	Due Date	To Whom
1	Mandatory and Unusual Incident Reporting	1	Hard copy/Telephone	In accordance with 27 DCMR Chapter 62	In accordance with 27 DCMR Chapter 62
2	Progress Notes	2	Hard Copy	Monthly with Invoice	Business Service Administration and Agency Chief Fiscal Office
3	Weekly Census Report for Placement Service Reconciliation Unit	1	Email	Weekly	Placement Unit
4	Court Report	1	Email	Five (5) days before the filing deadline	AAG
5.	Case Plans	1	Hard Copy	Thirty days of Transfer	He CMSW
6.	Complete ICPC Packets	1	Hard Copy	Prior to, or within 48 hours or 2 business days if making or changing placement	CFSA's ICPC Office
7.	Monthly Report in accordance with Section C.9.1.6	1	Email	By the 7th of each month for the previous month	Placement Administration
8.	Monthly Report	1	Email	By the 15th	CPA - Cost

F.4.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.4.5 of this human care agreement that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

F.4.2 Progress notes which shall be submitted monthly may provider, licensure of social worker or service provider, description of services provided, time and duration of service provided, location of service provided, as well as the name, client ID, case ID, social security number of the child to whom services were provided. Basically, the notes must describe the "who, what, where, why, when, and how" of service provision.

F.4.2.1 who (who is the service provider and who is the recipient of service)?
F.4.2.2 what (what type of service was provided?);
F.4.2.3 where (where/what location did provision of service take place)?
F.4.2.4 why (why was the service provided")
F.4.2.5 when (when/what date and time did the service take place? and
F.4.2.6 how (how were services provided i.e. via face-to face, telephone, etc.) services were provided.

Note: All of the above information shall also be maintained in the client's case file.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this human care agreement, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this human care agreement.

G.1.2 The District will pay the Provider on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement contractors certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.

G.2.2 The Provider will solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment."

G.2.3 The Provider shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.

G.2.4 Once an MPUR is certified by the Provider for the generation of an invoice, it cannot be modified.

G.2.5 The Provider must designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.

G.2.6 If the Provider is unable to access the PPW, it is the Provider's responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.

G.2.7 If there is a substantive, not technical, problem with the Provider's PPW invoice, it is the Provider's responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.

G.2.8 If the Provider fails to submit its invoices through the PPW and the MPUR, the Contractor accepts that said invoices may not be processed within the normal statutory timeframes.

G.2.9 The Provider shall submit invoices via email, to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

Child and Family Services Agency
Fiscal Operations
400 6th Street SW
2nd Floor
Washington, DC 20024

This invoice shall not be submitted no later than 20 days after the last day of any month in which services are provided. The invoices shall include the Contractor's name, address, invoice number, date, tax ID number, DUNS number, HCA number, description of services, price, quantity and date, other supporting documentation or information, as required by the Contracting Officer, name, title, telephone number and address of both the responsible official to whom payment is to be sent, and the responsible official to be notified in the event of a defective invoice and authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For human care agreements subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.4.5.

G.3.2 No final payment shall be made to the Provider until the CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 METHOD OF PAYMENT

G.4.1 The District will pay the amount due the Provider under this human care agreement in accordance with the terms of the human care agreement and upon presentation of a complete and properly executed invoice.

G.5 ASSIGNMENTS OF HCA PAYMENTS

G.5.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this human care agreement, the Provider may assign funds due or to become due as a result of the performance of this human care agreement to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this human care agreement, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of money claims pursuant to authority contained in the human care agreement, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated_____,
Make payment of this invoice_____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a human care agreement:

a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of

Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Human Care Agreements may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Tara Sigamoni
Agency Chief *Contracting Officer*
Child and Family Services Agency
955 L'Enfant Plaza, S.W., Suite 5200
Washington, D.C. 20024
(202) 724-5300

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this human care agreement.

G.8.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this human care agreement, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the human care agreement price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the human care agreement and advising the Contracting Officer as to the Provider's compliance or noncompliance with the human care agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the human care agreement, of ensuring that the work conforms to the requirements of this human care agreement and such other responsibilities and authorities as may be specified in the human care agreement. The COTR for this human care agreement is:

Child and Family Services Agency
Congregate Care & Home Study Contract Monitoring Division
Contract Monitoring and Performance Improvement Administration
955 L'Enfant Plaza, Suite P101
Washington, DC 20024

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the human care agreement.

G.9.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 MONITORING

G.10.1 The Provider shall comply with the Child and Family Services Agency's Contract Monitoring and Performance Improvement Administration's (CMPIA) protocol for monitoring this human care agreement and task order requirements and deliverables.

G.10.2 The Provider shall be expected to submit data and quality assurance information that enables CFSA Monitors to review the status of service delivery, outcomes and indicators.

G.10.3 The Provider shall allow CMPIA to complete periodic scheduled and unscheduled site visits as needed and at any location determined necessary by CMPIA to assess performance, monitor, discuss and report on the delivery of services required under this human care agreement and ask order.

G.10.4 The Provider shall participate in all technical assistance and support activities as requested by the Provider, or as deemed necessary as part of any CMPIA designated Program Improvement Plan (PIP).

G.10.5 The Provider shall maintain some form of daily contact with each and every resident on a daily basis which would be in the form of an on-site visit, phone call, visit to work or education site, via life skills, social skills or some other psycho-educational group conducted by the Provider, among other forms.

G.10.6 The Provider shall maintain a detailed log of daily contacts with the traditional group home at can be reviewed by the COTR.

G.10.7 If resolution through the designated Contract Monitoring Division (e.g. Congregate Care) does not lead to closure, the Provider may initiate an appeal of formal monitoring findings in writing, using the CFSA established appeal process.

G.11 ORDERING

G.11.1 The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.

G.11.2 All task order issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

G.11.3 Task Orders may be issued up to the maximum capacity that the contractor is capable of providing. However, the District does not guarantee that the maximum capacity will be met.

G.11.4 If mailed, a task order is considered "issued" when the district deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce method.

G.12.3 COMPLIANCE WITH SERVICE RATES

G.12.3.1 The District will only pay, in accordance with the service rates shown in Section B, Human Care Services and Service Rates for services provided under this human care agreement. If any overpayment occurs, the Provider shall repay the District the full amount of the overpayment.

G.12.3.2 If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of the in-State rates to the Contracting Officer.

G.11.3.3 If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit to the Contracting Officer a detailed budget with documentation to justify its rates. The Provider's unregulated costs may be subject to negotiation.

G.12.3.4 If mailed, a purchase order or task order shall be considered "issued" by the District when deposited in the mail. Orders may be transmitted electronically.

G.11.4 ORDERING CLAUSE

Any supplies and services to be furnished under this HCA shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of this HCA.

All delivery orders or task orders are subject to the terms and conditions of this HCA. In the event of a conflict between a delivery order or task order and this HCA, the HCA shall control.

G.12 SEMI-ANNUAL AND ANNUAL EVALUATIONS

The COTR will evaluate the Contractor's performance as it relates to the scope of services on a semi-annual basis throughout the performance period of this HCA. The annual evaluation will compile and summarize the Contractor's performance throughout the HCA year. The COTR will submit and discuss the evaluations with the Contracts and Procurement Administration. The Contracts Compliance Officer will discuss the evaluations with the Contractor, as well as advise the Contractor of the right to respond in writing to the evaluation within thirty (30) days of receipt. All evaluations and Contractor's responses will become part of the official HCA file for a period of three (3) years, and may be used to document past performance and support source selection decisions.

SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 8, Dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. §351 et seq.) and incorporated herein as Attachment J.1.4 of this qualification. The Contractor shall be bound by the wage rates for the term of the human care agreement. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.2 PUBLICITY

The Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the human care agreement, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.3 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District human care agreement with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the human care agreement is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the human care agreement, the COTR will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. ("First Source Act"). See Section J.2, Incorporated Attachments.

H.4.2 The Provider shall enter into and maintain, during the term of the human care agreement, a First Source Employment Agreement, in which the Contractor shall agree that:
The first source for finding employees to fill all jobs created in order to perform this human care agreement shall be the Department of Employment Services ("DOES"); and
The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.4.3 The Provider shall submit to DOES, no later than the 10th each month following execution of the human care agreement, a First Source Agreement Contract Compliance Report ("contract compliance report"), verifying its compliance with the First Source Agreement for the preceding month. The compliance report for the human care agreement shall include the:

(1) Number of employees needed;
(2) Number of current employees transferred;
(3) Number of new job openings created;
(4) Number of job openings listed with DOES;
(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
    (a) Name;
    (b) Social Security number;
    (c) Job title;
    (d) Hire date;
    (e) Residence; and
    (f) Referral source for all new hires.

H.4.4 If the human care agreement amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the human care agreement shall be District residents.

H.4.5 With the submission of the Provider's final request for payment from the District, the Contractor shall:

(1) Document in a report to the Contracting Officer its compliance with the section H.4.4 of this clause; or
(2) Submit a request to the Contracting Officer for a waiver of compliance with section H.4.4 and include the following documentation:
    (a) Material supporting a good faith effort to comply;
    (b) Referrals provided by DOES and other referral sources;
    (c) Advertisement of job openings listed with DOES and other referral sources; and
    (d) Any documentation supporting the waiver request pursuant to section H.4.6.

H.4.6 The Contracting Officer may waive the provisions of section H.4.4 if the Contracting Officer finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;
The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
The Contractor enters into a special workforce development training or placement arrangement with DOES; or DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.4.7 Upon receipt of the contractor's final payment request and related documentation pursuant to Sections H.4.5 and H.4.6, the Contracting Officer shall determine whether the Contractor is in compliance with Section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the human care agreement any decision of the Contracting Officer pursuant to this section H.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.5.1 For all new employment resulting from this human care agreement or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.5.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.5.2 The Provider shall negotiate an Employment Agreement with the DOES for jobs created as a result of this HCA. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.6 PROTECTION OF PROPERTY

The Provider shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this human care agreement.

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the human care agreement, the Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the human care agreement, the Provider and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (l983) et seq.

H.9 PROVIDER RESPONSIBILITIES

H.9.1 Subcontracts

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of his Human care agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this human care agreement.

H.9.2 The Provider bears primary responsibility for ensuring that the Provider fulfills all its human care agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this human care agreement.

H.9.3 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this human care agreement.

H.9.4 Staffing Requirements

H.9.4.1 Staffing Array and Qualifications

H.9.4.1.1 The Case Management and Family Based Foster Care Agency shall staff its program in accordance with licensing regulations governing these services in the jurisdiction in which the program operates, and with those outlined in this section.

H.9.4.1.2 Staff in positions requiring licensed credentials must demonstrate current and active licensure. The following outlines the staffing qualifications and credentials required for certain positions within the organization for all types of Family Based Foster Care, but does not represent a full staffing array for the organization:

H.9.4.1.2.A Administrator, Director, or Chief Executive Officer of organization with a Ph.D., Psy.D., Ed.D., or Masters in Social Work, Psychology, Public Administration, or related field, and a minimum of three (3) years experience in management of human services organization. Or, a Bachelor's degree and five (5) years experience in management of a human services organization, with particular focus in child welfare residential work with children and youth.

H.9.4.1.2.B Program Director with a Master's degree in Social Work, Psychology, Public Administration, or related field; or, Bachelor's Degree in relevant field and a minimum of four (4) years of experience in directing programs serving children or adolescents.

H.9.4.1.2.C Director of Social Work and Clinical Services with a Master's degree in Social Work from a college or university accredited by the Council of Social Work Education; possess active LICSW in relevant jurisdiction; and have a minimum of three (3) years experience in child welfare experience to include casework services to children and their families. This staff person must have extensive experience working with Therapeutic and Specialized populations if serving these children and youth in the program.

H.9.4.1.2.D Supervisory Social Worker(s) with Master's Degree in Social Work from a school accredited by the Council of Social Work Education; and possess a LICSW in the jurisdiction in which services are provided. Prior casework and/or experience working with child welfare services preferred.

H.9.4.1.2.E Social Workers with Master's Degree in Social Work from a school accredited by the Council of Social Work Education, and licensed in the jurisdiction in which services are being delivered.

H.9.4.1.2.F Social Worker Aides or Assistants with Bachelor's Degree in Social Work or related field, and one year of experience in services provided to children or youth.

H.9.4.1.2.G Quality Assurance Coordinator with a Bachelor's or Master's Degree in Public Administration or Policy, Education, Social Work, or a related field with experience in data collection and quality assurance.

H.9.4.1.2.H The Provider shall ensure that the following is performed by a staff member either specifically dedicated to these activities as specified in job title; or as part of his/her job description:

Educational and Life Skills Coordinator(s) with a minimum of a Bachelor's Degree in relevant field of study. Position facilitates tutoring, mentoring, recreation, counseling services, life skills, and other services beneficial to positive development.

H.9.4.1.2.I Providers shall have access to on-call coverage by a physician or psychiatrist for urgent services, consultation, and medication administration.

H.9.4.1.3 In addition to the required positions outlined in Section H.9.4.1.2, the Provider of Therapeutic Family Based Foster Care shall staff Behavioral Specialist(s) to provide supportive clinical assistance to Case Managing Social Workers and foster parents involved in therapeutic care. This function should include guidance on managing emotional and behavioral conditions common to children and youth with therapeutic needs, and home-based implementation of strategies and coaching to foster parents. The Director of Social Work and Clinical Services shall supervisor this staff, and have access to a Psychologist or Psychiatrist for clinical and medication administration consult.

H.9.4.1.4 In addition to the required positions outlined in Section H.9.4.1.2, the Provider of Specialized Family Based Foster Care shall ensure a Director of Health Services performs the function of providing medical guidance and oversight of care for children and youth suffering from medical conditions that require placement in Specialized Family Based Foster Care. This Director shall possess a Master's Degree in Health Care Management or similar field, and experience in health care of children or youth with medically fragile conditions.

H.9.4.1.5 In addition to the required positions outlined in Section H.9.4.1.2, the Provider of Specialized Family Based Foster Care shall staff Home Health Care Aides that visit the homes of children and youth placed with medically fragile conditions to implement a proper health care system in the foster home, provide ongoing supports to foster parents and Case Managing Social Workers, and periodically monitor this care in the home to ensure safety and well-being.

H.9.4.1.6 The Provider shall profile the staffing array in its business plan and subsequent staffing records that includes, but is not limited to, the staffing pattern (ratios and configuration), reporting structure, educational degrees and/or certifications, languages spoken, areas of specialization, years of experience, and any other relevant information that outlines how staffing will support an effective treatment environment.

H.9.4.2 Staff Security Requirements

H.9.4.2.1 The Provider shall conduct routine, pre-employment child protection and criminal record background checks of the Provider's staff and prospective staff to include consultants and sub-contracts with access to children. All staff, employees,

consultants and sub-contractors must be cleared through the Child Protection Register and the Police Department of the jurisdiction(s) in which the staff member resided during the five years prior to employment under this HCA, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services. The Provider must ensure that employees, consultants and subcontractors obtain FBI and local police clearances every two (2) years, and a Child Protection Registry clearance on an annual basis.

H.9.4.2.2 The Provider shall not employ any staff in the fulfillment of work under this human care agreement unless said person has undergone both background checks evidencing there are not any convictions of the following:

H.9.4.2.2.1 Child abuse;
H.9.4.2.2.2 Child neglect;
H.9.4.2.2.3 Spousal abuse;
H.9.4.2.2.4 A crime against children, including child pornography;
H.9.4.2.2.5 A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault;
H.9.4.2.2.6 Or, there is any information that the staff has been identified as a possible abuser or neglecter in a pending child abuse or neglect case.

H.9.4.2.3 The Provider shall screen new employees for drug and alcohol abuse, and then conduct subsequent, continuous testing on a random basis.

H.9.4.2.4 The Provider shall terminate any staff for which an allegation of any of the following has been substantiated:

H.9.4.2.4.1 Neglect of children;
H.9.4.2.4.2 Physical abuse of children, families or staff members;
H.9.4.2.4.3 Sexual abuse or harassment of children, families or staff members;
H.9.4.2.4.4 Verbal or emotional abuse of children, families or staff members;
H.9.4.2.4.5 Drug or alcohol use on the premises or with children and families, or such that the staff is under the influence while on duty;
H.9.4.2.4.6 Failure to report any allegation of child abuse and/or neglect to CFSA and to the appropriate law enforcement or social service agency in the jurisdiction in which the allegation occurred.

H.9.4.2.5 The Provider shall place a staff on suspension or administrative leave and bar access to children or youth following an allegation, and during the time of investigation into those criteria listed in above in Section H.9.4.2.5 of this agreement.

H.9.4.2.6 CFSA will consider as sufficient cause for placement restriction, and possible result in HCA termination, the Provider's failure to dismiss employees for the conditions listed in Section H.9.4.2.4 of this agreement.

H.9.4.2.7 CFSA retains the right to make additional recommendations on staffing security issues that may come to its attention during staff record reviews.

H.9.4.3 Staff Training and Development

H.9.4.3.1 The Provider shall ensure staff can effectively perform the roles and responsibilities associated with their positions. The Provider shall ensure that Social Workers and Supervisory Social Workers are trained in accordance with the Amended Implementation Plan required for pre-service and in-service training.

H.9.4.3.1.A New Social Workers shall receive the required 80 hours of pre-service training through a combination of classroom and on-the-job training in assigned units prior to accepting case responsibility.

H.9.4.3.1.B New Supervisors shall receive a minimum of 40 hours or pre-service training on supervision of child welfare workers within three months of assuming supervisory responsibility.

H.9.4.3.1.C Previously Hired Social Workers shall receive annually a minimum of five (5) full training days (or a minimum of 30 hours) of structured in-service training geared toward professional development and specific core and advanced competencies.

H.9.4.3.1.D Supervisors and Administrators shall receive annually a minimum of 24 hours of structured in-service training.

H.9.4.3.2 The prospective Provider shall include in its business plan an overview of the training plan for staff with a proposed training schedule and specified trainers and programs to be utilized.

H.9.4.3.3 The Provider shall maintain training records, including name and credentials of trainers, staff attendance and copies of the curriculum.

H.9.4.4 Caseload Parameters

H.9.4.4.1 The Provider of Traditional and Teen Parent Family Based Foster Care shall assign caseloads to each Case Managing Social Worker in adherence to the Amended Implementation Plan guidelines of fifteen (15) cases per Case Managing Social Worker. The Provider may maintain caseloads with fewer cases, but the AIP parameters shall serve as the maximum numbers allowable (insert numbers here). The Provider shall take dependent children of Teen Parents into consideration when assigning caseloads.

H.9.4.4.2 The Provider shall ensure Supervisory Social Workers do not manage more than five (5) Case Managing Social Workers and one (1) Social Work Assistant for a total of six (6) staff.

H.9.4.4.3 The Provider of Therapeutic and Specialized Family Based Foster Care shall assign no more than ten (10) cases to each Case Managing Social Worker.

H.10 CLIENT RECORDS

The records of each client placed with the provider during the term of this agreement is the property of the District. The Provider shall provide the District with copies of these records upon conclusion of services or termination of the agreement

H.11 REGULATORY AND POLICY COMPLIANCE

H.11.1.1 Child Placing Agency Licensure and Organizational Requirements

H.11.1.1.1 The Provider of family based foster care and/or adoptions services in neighboring jurisdictions shall obtain Child Placing Agency licensure in accordance with the regulations governing such services in the respective jurisdiction. In the District of Columbia, the Provider shall obtain licensure via the DC Department of Health in accordance with DCMR Title 29, Chapter 16, "Standards of Placement, Care and Services for Child-Placing Agencies. If providing services in Maryland, the Provider shall pursue child placing agency licensure in accordance with COMAR; or, if providing services in Virginia, in accordance with Code of Virginia child placing agency licensing regulations.

H.11.1.1.2 The Provider shall uphold these licensing standards considered to be the minimum standards for providing foster care and adoption services in the respective jurisdiction. The Provider is required to meet all requirements of this HCA, which may be more stringent than licensing guidelines.

H.11.1.1.3 The Provider shall submit information regarding its organization that includes the mission, organizational structure, location, services and programs offered.

H.11.1.1.4 The Provider shall submit a current organizational chart that displays organizational relationships and demonstrates the staff member with responsibility for administrative oversight and supervision for each activity required under this HCA, staff with training authority, staff with programmatic and clinical responsibility, and all other key staff, including main office and the congregate care facility staff.

H.11.1.1.5 The Provider organization shall maintain a Board of Directors, or similar governing body, that provides legal oversight and is comprised of representatives from the community with experience in governance, financial management, fundraising, child welfare expertise, and any other experience pertinent to administration of a therapeutic group home environment.

H.11.1.2 CFSA Policy and Procedure

H.11.1.2.1 The Provider shall ensure programming is consistent with policies, procedures and standards promulgated by the DC Child and Family Services Agency.

H.11.1.2.2 The Provider shall comply with all District and Federal funding requirements and any related policies established by CFSA to ensure funding of programs and services outlined in this Scope of Services and the associated Human Care Agreement.

H.11.1.2.3 The Provider shall submit as part of its business plan, a policies and procedures manual(s) that, at a minimum, describes in detail the philosophy and approach to care, program management, admissions, service delivery, behavior management, facility management and safety measures, staffing guidelines and training requirements, and residents' rules of conduct to include rights and responsibilities and grievance procedures.

H.11.1.3 Business Facility and Foster Home Compliance

H.11.1.3.1 The Provider's facilities shall maintain compliance with all local and federal housing and building code regulations, including both external and internal handicap-accessibility.

H.11.1.3.2 All Providers shall comply with the District of Columbia's drug-free workplace certification requirement (29 DCMR § 8207). Failure to comply with the requirements may render a Provider subject to suspension of invoice payments, termination of the HCA or other available legal remedies (See Section C.6.2.3).

H.11.3.3 In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person eligible for services shall, on the grounds of race, color, religion, nationality, sex, or political opinion, be denied the benefits of, or be subjected to discrimination under, any program activity receiving HCA funds.

H.11.1.3.4 The Provider shall maintain an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.

H.11.1.3.5 The Provider shall ensure that foster homes in the District of Columbia meet the facility requirements outlined in 29 DCMR Chapter 60 specific to the children and youth served by them. The Provider of services in jurisdictions other than the District of Columbia shall ensure foster homes meet the facility requirements outlined in the respective licensing regulations.

H.11.1.3.6 The Provider, at a minimum, shall have the following to address emergency requirements:

H.11.1.3.6.A Facilities –address a back-up location in case clients need to be re-directed for temporary housing and/or care; address training provisions in case of natural or man-made disasters.

H.11.1.3.6.B Clients – address back-up actions in case of natural or man-made disasters where children could be unable to go to primary locations; address back-up locations to gather; address alternate phone numbers for children to call; address alternate trusted individuals that children can reach in be cared for; address training on all these aspects for CFSA, administrators, parents and children.

H.11.1.3.6.C Plan – ask for a plan on conducting all of this, including the written plan, training, and CFSA's role.

H.11.1.4 Non-Discrimination

H.11.1.4.1 As an agent of Child and Family Services by HCA, the Contractor acts on behalf of and in the name of the District of Columbia and CFSA. As a result, the Contractor shall comply with all applicable District of Columbia laws and regulations. In particular, this HCA issued by or on behalf of the government of the District of Columbia, shall be conditioned upon full compliance with the provisions of D.C. Code, 2001 Ed., §2-1402.67. Contractor's failure or refusal to comply with any provision of this chapter shall be a proper basis for revocation of the HCA. Any practice which has the effect or consequence of violating any of the provisions of this chapter shall be deemed to be an unlawful discriminatory practice. D.C. Code, 2001 Ed., §2-1402.68.

H.11.1.4.1 The Provider shall provide an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.

H.12 HUMAN CARE AGREEMENT TRANSITION PERIOD

H.12.1 In the event of either termination or pending expiration of this human care agreement, the Contractor shall assist the Agency in the smooth and orderly transition of the children in its care to a new contractor. This time shall be identified as the Transition Period.

H.12.2 The COTR shall provide the Contractor, no later than seven (7) days prior to the start of the Transition period, a Transition Plan, which, at a minimum, lists all children to be moved with anticipated moving dates.

H.12.3 During the Transition Period the Contractor shall cooperate with the COTR to ensure that all clients are transitioned in accordance with Chapters 62 and 63 of 29 DCMR, as amended.

H.12.4 The Contractor shall continue to provide the services as described in this human care agreement during the Transition Period, in accordance with Chapters 62 and 63 of 29 DCMR, as amended. The Contractor shall continue to follow the billing procedures outlined in Section G of this human care agreement.

H.12.5 The Transition Period shall be no more than sixty (60) days prior to the expiration date of the human care agreement. If the Transition Period is utilized to the expiration of the human care agreement, the Contractor is to submit the final invoice within 30 days of the human care agreement expiration.

H.13 AUDITS AND RECORDS

H.13.1 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.13.2 **Examination of Costs**: If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable HCA, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this HCA. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the HCA.

H.13.3 **Cost or Pricing Data**: The Provider shall submit cost or pricing data in connection with any pricing action relating to this HCA, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Provider's records, including computations and projections, related to:

a) The statement of qualifications for the HCA, subcontract, or modification;
b) The discussions conducted on the statement of qualifications, including those related to negotiating;
c) Pricing of the HCA, subcontract, or modification; or
d) Performance of the HCA, subcontract or modification.

H.13.4 Comptroller General

H.13.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this HCA or a subcontract hereunder.

H.13.4.2 This paragraph may not be construed to require the Provider or subcontractor to create or maintain any record that the Provider or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.13.5 This paragraph may not be construed to require the Provider or subcontractor to create or maintain any record that the Provider or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.13.6 Reports: If the Provider is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

a) The effectiveness of the Provider's policies and procedures to produce data compatible with the objectives of these reports; and
b) The data reported.

H.13.7 Availability: The Provider shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.12.1 through H.12.6, for examination, audit, or reproduction, until 3 years after final payment under this HCA or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this HCA. In addition:

a) If this HCA is completely or partially terminated, the Provider shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
b) The Provider shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this HCA until such appeals, litigation, or claims are finally resolved.

H.13.8 The Provider shall insert a clause containing all the terms of this clause, including this section H.12.8, in all subcontracts under this HCA that exceed the small purchase threshold of $100,000, and:

a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
b) For which cost or pricing data are required; or
c) That requires the subcontractor to furnish reports described in H.12.6 of this clause.

H.14 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.14.1 A provider that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Provider shall request criminal background checks for the following positions:

All positions listed in their business plan.

H.14.2 The Provider shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

_____

_____

H.14.3 The Provider shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.14.4 The Provider shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.14.5 The Provider shall obtain from each applicant, employee and unsupervised volunteer:

(A) a written authorization which authorizes the District to conduct a criminal background check;

(b) a written confirmation stating that the Provicer has informed him or her that the District s authorized to conduct a criminal background check;

(C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

(i) Murder, attempted murder, manslaughter, or arson;
(ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
(iii) Burglary;
(iv) Robbery;
(v) Kidnapping;
(vi) Illegal use or possession of a firearm;
(vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
(viii) Child abuse or cruelty to children; or
(ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) a written acknowledgement stating that the Provider has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Provider has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.14.6 The Provider shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.14.7 Prior to requesting a criminal background check, the Provider shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

(A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Provider is authorized and required to conduct a criminal background check;

(B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States,

(C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.14.8 The Provider shall direct the applicant or employee to complete the form or forms and notify he applicant or employee when and where to report to be fingerprinted.

H.14.9 Unless otherwise provided herein, the Provider shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.14.10 The Provider shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.14.11 The Provider shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

H.14.12 The Provider shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.14.13 The Provider may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the Contracting Officer of the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.14.14 The Provider may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.14.15 The Provider shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

H.14.16 Unless otherwise specified herein, the Provider shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.14.1 and H.14.2.

H.14.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.

H.14.18 The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.

H.14.19 If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Provider shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

H.14.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Provider shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

H.15 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

H.15.1 WAY TO WORK AMENDMENT ACT OF 2006

H.15.1.1 Except as described in H.15.1.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq*.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.15.1.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.15.1.3 The Provider shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.15.1.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.15.1.5 The Provider shall provide a copy of the Fact Sheet attached as J.1.4 to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice attached as J.1.4 in a conspicuous place in its place of business. The Provider all include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.15.1.6 The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.15.1.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq*.

H.15.1.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.15.1.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.16 HIPAA PRIVACY COMPLIANCE

H.16.1 (1) Definitions

(a) Business Associate. "Business Associate" shall mean Contractor.

(b) Covered Entity. "Covered Entity" shall mean District of Columbia's Child and Family Services Agency.

(c) Designated Record Set means:

1. A group of records maintained by or for Covered Entity that is:
   (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
   (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and

conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed to, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) Refer to underlying services agreement:
Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this HCA, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to ppropriate Federal and State authorities, consistent with § 164.502(j) (1).

(4) Obligations of Covered Entity
   (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
   (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
   (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity
Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination
   (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of HCA award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
   (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:
      (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the HCA if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
      (2) Immediately terminate the HCA if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
      (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
   (c) Effect of Termination.
      (1) Except as provided in paragraph (2) of this section, upon termination of the HCA, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) Survival. The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard HCA Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the HCA.

(d) Interpretation. Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as Attachment J.1.5, resulting from this human care agreement. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 HUMAN CARE AGREEMENT AT CROSS FISCAL YEARS

Continuation of this human care agreement beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

I.3.1 All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Contractor through referrals by the District to the Contractor shall be provided in a confidential manner and the Contractor shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this human care agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to human care agreement administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research,

experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to human care agreement administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this human care agreement shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this human care agreement, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this human care agreement, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Human Care Agreement No.

_____

with _____(Contractor's Name); and

If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the human care agreement prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this human care agreement. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this human care agreement any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this human care agreement, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this human care agreement or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this human care agreement, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this human care agreement, or (ii) based upon any data furnished under this human care agreement, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under human care agreement, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Provider's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this human care agreement. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Provider's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS. The Provider shall procure and maintain, during the entire period of performance under this HCA, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this HCA. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

I.8.1.1 Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Provider shall maintain Completed Operations coverage for five (5) years following final acceptance of the services performed under this HCA.

I.8.1.2 Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this HCA. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

I.8.1.3 Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.

I.8.1.4 Employer's Liability Insurance. The Provider shall provide employer's liability insurance as follows: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 for policy disease limit.

I.8.1.5 Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: $5,000,000 per occurrence, including the District of Columbia as additional insured.

I.8.1.6 Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of $1,000,000 per occurrence for each wrongful act and $3,000,000 annual aggregate.

The Provider shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this HCA.

I.8.1.7 Crime Insurance (3rd Party Indemnity). The Provider shall provide a 3rd Party Crime policy to cover the dishonest acts of Provider's employees which result in a loss to the District. The policy shall provide a limit of $50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.

I.8.1.8 Sexual/Physical Abuse & Molestation. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

I.8.1.9 All Risk Property Insurance. The Provider shall provide all risk property insurance on all building and content of the facilities utilized to house children referred by CFSA, including business interruption, providing coverage on a replacement cost basis, as applicable.

I.8.1.10 DURATION. The Provider shall carry all required insurance until all HCA work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this HCA.

I.8.1.11 LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.

I.8.1.12 PROVIDER'S PROPERTY. Provider and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

I.8.1.13 Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the HCA price.

I.8.1.14 NOTIFICATION. The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

I.8.2 CERTIFICATES OF INSURANCE. The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in the Insurance Section prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni
Agency Chief Contracting Office
Child and Family Services Agency
955 L'Enfant Plaza, S.W., Suite 5200
Washington, D.C. 20024
Phone: (202) 724-7415
Fax: (202) 727-5883

I.9 ORDER OF PRECEDENCE

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

I.9.1 The Human Care Agreement including the Contractor Qualifications Record to be completed by the Provider, per diem and applicable documents incorporated by reference in Section J and the District of Columbia Government Supply and Services Contracts dated March 2007, located at www.ocp.dc.gov.

I.9.3 The Provider's Business Plan.

I.10.4 The Attachments as specified and listed in Attachment J

I.10.5 Task Order or Purchase Order

I.10 HUMAN CARE AGREEMENTS IN EXCESS OF ONE MILLION DOLLARS

Any human care agreement in excess of $l,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

I.11 CONTINUITY OF SERVICES

I.11.1 The Contractor recognizes that the services provided under this HCA are vital to the District of Columbia and must be continued without interruption and that, upon HCA expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.12.1.1 Furnish phase-out, phase-in (transition) training; and

I.12.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.12.2 The Contractor shall, upon the Contracting Officer's written notice:

I.12.2.1 Furnish phase-in, phase-out services for up to 90 days after this HCA expires and

I.12.2.2 Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

I.12.3 The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this HCA are maintained at the required level of proficiency.

I.12.4 The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this HCA. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I.12.5 Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after HCA expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this HCA.

I.14 ACCESS TO RECORDS

I.14.1 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit finings or any litigation which may be based on the terms of the HCA.

I.14.2 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

I.14.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

I.15 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report, see Section J.2, Incorporated Attachments. An award cannot be made to any provider who has not satisfied the equal employment requirements.

SECTION J: LIST OF ATTACHMENTS

J.1 DOCUMENT INCORPORATED BY REFERENCE AND ATTACHMENTS MADE A PART OF THIS HUMAN CARE AGREEMENT

J.1.1 Human Care Agreement Contractor Qualifications Record

J.1.2 Foster Care Rates Effective January 1, 2010

J.1.3 Definitions of Scorecard Measures

DOCUMENTS INCORPORATED BY REFERENCE ***(the following incorporated reference documents located at www.cfsa.dc.gov Contracting Opportunities; Procurement Library)***

J.1.4 Wage Determination No. 2005-2103, Revision No. 8, Dated May 26, 2009

J.1.5 District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007

J.1.6 The Living Wage Act Notice and Fact Sheet

J.1.7 29 DCMR Chapter 60

J.1.8 29 DCMR Chapter 62

J.1.8 Out of Home Practice Model, Section C.11

J.1.10 Educational Assessment, Section C.11

J.2 INCORPORATED ATTACHMENTS

(The following incorporated attachments located at www.cfsa.dc.gov Contracting Opportunities; Procurement Library - shall be completed and submitted along with the business plans.)

J.2.1 EEO Compliance Document

J.2.2 First Source Employment Agreement

J.2.3 Tax Certification Affidavit

J.2.4 Budget Instructions

J.2.5 Budget Package

J.2.6 Cost Price Data Package

J.2.7 Subcontracting Plan

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF PROVIDERS

INCORPORATED IN ATTACHMENT J.1.1 – HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATION RECORD

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

INCORPORATED IN ATTACHMENT J.1.1 – HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATION RECORD

SECTION M - EVALUATION PREFERENCE POINTS

M.1. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the District shall apply preferences in evaluating business plan from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.1.1.1 At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises; or

M.1.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.1.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.1.2 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

M.1.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for business plan submitted by the SBE in response to this Request for Qualification (RFQ).

M.1.2.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for business plan submitted by the ROB in response to this HCA.

M.1.2.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for business plan submitted by the LRB in response to this HCA.

M.1.2.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for business plan submitted by the LBE in response to this HCA.

M.1.2.5 Any prime contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for business plan submitted by the DZE in response to this HCA.

M.1.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for business plan submitted by the DBE in response to this HCA.

M.1.3 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for business plan submitted in response to this HCA. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.4 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.1.5 Vendor Submission for Preferences

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of all relevant letters of certification from DSLBD; or

M.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from DSLBD.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.1.5.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.6 Subcontracting Plan

If the prime contractor intends to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this solicitation which intends to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Business plan responding to this HCA shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.1.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.1.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.1.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

M.1.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.1.6.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.1.6.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

M.1.6.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.1.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the HCA. The monthly compliance report shall include the following information:

M.1.7.1 The dollar amount of the contract or procurement;

M.1.7.2 A brief description of the goods procured or the services contracted for;

M.1.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.1.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.1.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.1.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and

M.1.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.

M.1.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.1.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.1.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of $15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.2 QUALIFICATION OF OPTION YEARS

The District will evaluate the total cost for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. The Estimated quantities to be awarded will be determined at the time each option is exercised.

M.2.1 The government may reject an offer as non-responsive if it is materially unbalanced as to price for the basic requirements and the option requirement. An offer is unbalanced when it is based on prices significantly less than cost for some items and prices that are significantly overstated for other items.

M.3 QUALIFICATION FOR AWARD

Human Care Agreements will be awarded to the qualified provider(s) whose business plan is most advantageous to the District.

M.4 QUALIFICATION REVIEW

The Contracting Officer shall certify the financial and professional responsibility of each potential provider based on the following:

(a) The type of business or organization and its history;
(b) The resumes and professional qualifications of the business of the or organization's staff, including relevant professional and/or business licenses, affiliations, and specialties;
(c) Information attesting to financial capability, including financial statements;
(d) Specialized experience and technical competence in the type of work required;
(e) Capacity to accomplish the work in the required time;
(f) A summary of similar contracts awarded to the service provider, and the service provider's performance of those contracts;
(g) A certification of compliance with all applicable tax and filing requirements;
(h) A statement attesting to compliance with wage, hour, workplace safety and other standards of labor law;
(i) A statement attesting to compliance with federal and district equal employment opportunity law;
(j) Information about pending lawsuits or investigation, and judgment, indictments, or convictions against the service provider or its proprietors, partners, directors, officers, or managers; and
(k) Acceptability under other appropriate characteristics of a prospective service provider.

M.4.1 Specialized Qualifications for Family Based Foster Care Human Care Agreement

(l) Submit current child placing agency license; or, evidence of pending license eligibility to include a copy of the licensing application with contact information for the licensing entity in the respective jurisdiction.

(m) Submit evidence of its three (3) most recent, consecutive annual monitoring evaluations that demonstrate favorable and effective performance for children, youth, and families.

(n) Submit organizational structure that has a Quality Assurance System that includes a Quality Assurance Coordinator to manage programmatic outcomes, PPW (Placement Provider Web) data and other performance indicators.

(o) Demonstrated organizational or CEO experience (3 years minimum) in providing similar human care services.